



**City of Meriden, Connecticut**

**Purchasing Department**

**Request for Proposals**

**RFP025-01 Cook Avenue Demolition and Disposal of Debris**

**Meriden, CT**

**Proposals Due: December 17, 2024 @ 11:00 AM**

*Purchasing Department*

*142 East Main Street, Room 210 Meriden, CT 06450*

*(203) 630-4115*

**LEGAL NOTICE**  
Request for Proposals

**RFP025-01 116 Cook Avenue Demolition and Disposal of Debris**

The City of Meriden seeks the services of a qualified certified contractor with a Class A Demolition License to demolish the building at 116 Cook Avenue and dispose of all debris to facilitate the construction of a new structure, in accordance with the general conditions herein.

Proposals shall be submitted on forms and in the manner specified. Forms and specifications may be obtained from the Purchasing Department, on the City of Meriden website ([www.meridenct.gov/business/bids-rfps/](http://www.meridenct.gov/business/bids-rfps/)), and on the State of Connecticut Department of Administrative Services website (<http://das.ct.gov/Portal>). Proposals will be accepted at the Purchasing Department, 142 East Main Street, Room 210, Meriden, Connecticut 06450 until 11:00 A.M. local, Eastern Standard Time on December 17, 2024, at which time they will be opened and recorded. Any proposal received after the time and date specified shall not be considered.

**A Mandatory Pre-Bid Meeting will be held on December 3, 2024 @ 10:00 A.M at 116 Cook Ave, Meriden, CT 06451.**

The right is reserved to reject any or all proposals, in whole or in part, to award any item, group of items, or total proposal, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden. No proposer may withdraw its proposal within sixty (60) days of the date of the opening. Each proposal shall be accompanied by a Certified Check or Bid Bond in the amount of Ten (10%) percent of the amount of the proposal.

The attention of proposers for the requirement for minimum wage rates to be paid under this contract and also subject to CHRO.

The City of Meriden is an Affirmative Action/Equal Opportunity Employer. Disadvantaged, minority, small, and women business enterprises are encouraged to respond.

**Rawle Dummett**  
**Purchasing Officer**  
**City of Meriden, CT 06450-8022**  
**Dated: November 23, 2024**

# Request for Proposal

RFP025-01

## 116 Cook Avenue Demolition and Disposal of Debris

Qualifications and Proposals shall be submitted in the manner specified to the Purchasing Department Room 210, City Hall, Meriden, CT 06450-8022 until the close of business **11:00 A.M. on December 17, 2024.**

The City will be accepting sealed Qualifications and Proposals (RFP), including fees, which are to be submitted in **four (4) complete sets and one (1) copy of the original on a flash drive**, together with general information on the firms, the firm's brochure, along with a resume of key personnel who will be responsible for the daily activities in the various fields of expertise required to accomplish the project.

The City of Meriden is accepting qualifications and proposals, including fees, from qualified contractors with a **Class A Demolition license** interested in preparing demolition proposals related to 116 Cook Avenue. The property is owned by the City. A property description is attached.

A qualified firm is one which has managed a minimum of three sizable demolition projects that included hazard abatement in the last ten (10) years. The firm must maintain, either on staff or through subcontractor relationships, an affiliation with a hazardous abatement consulting firm. Prior evidence of working together must be submitted. Your proposal and fees should be based on the following tasks:

All bidders must complete, sign and return the: "CHRO Contract Compliance Regulations Notification to Bidders" form to the grantee at the time of bid opening. Proposals not including this form should be considered incomplete and rejected. This form is attached, and can also be found at: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

### Task 1

The City intends to demolish the property with the intent to build a new Senior Center and Health Facility. The current structure is vacant and was used for medical offices. Some abatement has been completed while some hazardous materials remain. The City requests proposals for the complete demolition of the building and slab in accordance with the relevant guidelines for hazardous demolitions. See areas in attachment A.

Phase I, II, III reports have been completed on the property as well as a Hazardous Materials survey which was completed on December 6, 2011. As-Built Drawings were completed on November 11, 2011. All reports are provided herein.

This work will be funded by a US Environmental Protection Agency (USEPA) hazardous materials Brownfields Assessment Grant and the contractor must comply with all USEPA requirements.

Included in this package are a Non-Collusive Statement to be signed and a copy of a Professional Services Agreement that includes Insurance Requirements. The successful firm will be required to submit a valid Insurance Certificate. Each proposal shall be accompanied by a Certified Check or Bid Bond in the amount of Ten (10%) percent of the amount of the proposal.

Proposals received after the date and time specified shall not be considered and shall be returned unopened. The City of Meriden reserves the right to reject any or all Proposals and to accept any proposal, if it is deemed to be in the best interest of the City of Meriden.

# CITY OF MERIDEN, CONNECTICUT

## RFP025-01 116 Cook Avenue Demolition and Disposal of Debris

### INFORMATION TO PROPOSERS

#### 1. BIDDING PROCEDURES

Sealed Proposals shall be submitted on the forms designated by the attached proposal forms. Proposals will be received by the City of Meriden's Purchasing Department, Room 210, City Hall, 142 East Main Street, Meriden, Connecticut, 06450-8022 until **11:00 a.m – December 17, 2024** and recorded.

#### 2. PROPOSALS

All Proposals are to be submitted on the attached proposal forms. Please submit four (4) copies of the proposal forms and Proposer's Qualification Statement. One shall be an original. **Please submit one complete copy of your proposal on a flash drive.**

**BID WILL BE AUTOMATICALLY REJECTED FOR ANYONE SUBMITTING A SURETY OTHER THAN THOSE SPECIFIED.**

- a. Proposals must be made out and signed in the corporate, or other, name of Bidder, and must be fully and properly executed by an authorized person.
- b. The sealed envelope must denote the Bidder's name and address in the upper left hand corner and the words **"PROPOSAL DOCUMENT: "RFP025-01 116 Cook Avenue Demolition to be opened at 11:00 am" in lower right hand corner.**
- c. Proposals received later than the time and date specified will not be considered.
- d. Amendments to or withdrawal of Proposals received later than the date and time set forth in the opening will not be considered.
- e. All prices must be in ink or typewritten. In the event of a bidder's mathematical error in tabulating any proposal prices, *the written unit prices shall govern.*

#### 3. PROPOSER QUALIFICATIONS

Proposers will be required to fill out, and include as part of its bid, any attached Proposer's Qualification Statement. In determining the qualifications of a bidder, the City of Meriden will consider the bidder's record of performance in any prior contracts for construction work. The City of Meriden expressly reserves the right to reject a bid if the proposer's historical performance, in the sole opinion of the City of Meriden, has been unsatisfactory in any manner or if the bidder has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to subcontractors, suppliers, or employees.

4. EXAMINATION OF BIDDING DOCUMENTS

Bidders are to examine all documents and visit the site in order to make a thorough examination of the conditions so that the bidder may familiarize itself with all of the existing requirements, conditions, and difficulties that will affect the execution of the work in order to determine the amount of work necessary to carry out the true intent of the specifications and work shown on the drawings.

The City of Meriden and its agents do not have any responsibility for the accuracy, completeness, or sufficiency of any bid document obtained from any other source other than from the City of Meriden. Obtaining documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining documents from any other source may also result in failure to receive any addenda, corrections, or other revisions to the documents that may be issued.

No request shall be honored if such request is made less than seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplementary instructions, will be in the form of a written addenda to the specifications which, if issued, will be made available on the City of Meriden website ([www.meridenct.gov](http://www.meridenct.gov)) unless it is to change the date fixed for the opening of bids, not later than three (3) days prior to the date fixed for the opening of bids. Bidders are encouraged to check the website regularly for addenda. Failure of any bidder to receive any such addenda shall not relieve any bidder from any obligations under its bid as submitted.

Any questions about the bid document must be submitted in writing via email to [meridenpurchasing@meridenct.gov](mailto:meridenpurchasing@meridenct.gov). Any other format of question will not be answered.

5. BIDS TO REMAIN OPEN

No bidder may withdraw its bid within sixty (60) days of the date of the bid opening. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Meriden and the successful bidder.

6. AWARD OF CONTRACT

The Purchasing Officer reserves the right to make an award on the bid which, by the Purchasing Officer's judgment and recommendation from the Purchasing Department following bid evaluations, best meets the specifications and is deemed to be in the best interest of the City of Meriden.

The contract will not be awarded to any corporation, firm, or individual which/who is in arrears to the City of Meriden by debt or contract, or who is in default as security or otherwise by any obligation to the City of Meriden.

The right is reserved to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive informality or technical defects, if it is deemed to be in the best interest of the City of Meriden.

7. BID PROTEST PROCEDURE

In the event that any bidder wishes to protest the potential award of a bid, or any procedure of act in the advertising or soliciting of the bids, said bidder must make said protest in writing, which shall state the reason therefore and request a conference with respect thereto. Said protest must be received in the City Purchasing Office within **FIVE (5)** business days after the delivery of bid results or decisions. A conference with respect to said protest shall be scheduled by the Purchasing Officer forthwith and shall be attended by him or his designee and such other persons as the Purchasing Officer and the City Manager shall require to attend. The subject matter of said conference shall be limited to the reasons for the protest specified in the written request for said conference. Said conference shall also include a discussion of all possibilities for a resolution of dispute. The City shall make a decision in writing within three (3) business days after said conference and forward the same to the protesting bidder forthwith. In the event that any protesting bidder wishes to take legal action against the City, they must fully comply with all of these instructions to bidders.

8. CITY OF MERIDEN, LOCAL PREFERENCE – N/A

9. EXTENSION OF AGREEMENT – N/A

10. TIME

Inasmuch as the contract concerns a public improvement, the provisions of the contract relating to the time of performance and completion of the work are of the essence of the contract. Accordingly, the successful bidder/contractor (“Contractor”) shall begin work on the day specified in paragraph 2.04 of the General Conditions and shall perform the work diligently so as to permit full use not later than the first day following the construction period established in the Contract. See paragraph 10 entitled “Liquidated Damages” of the Agreement between City of Meriden, as owner, and the Contractor.

11. SCHEDULE OF WORK

The Contractor shall schedule all work in a manner that will not disrupt City of Meriden operations. Once the work has begun, the Contractor shall work full-time until completion of the Contract.

12. TAXES

The City of Meriden is exempt under Connecticut General Statutes from the payment of the excise taxes imposed by the federal government and the Sales and Use Tax of the State of Connecticut; such taxes should not be included in the bid price. Upon request, exemption certificates will be furnished to the successful bidder.

13. FAIR EMPLOYMENT PRACTICES

The Contractor shall agree that neither it or its subcontractors, except in the case of a bona fide occupational qualification or need, to refuse to hire or employ or to bar or to discharge from employment any individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment because of the individual's race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran. The aforementioned terms are obtained from Connecticut General Statutes Section 46a-60, *et seq.*, entitled "Discriminatory employment practices prohibited," as amended.

14. FORM OF AGREEMENT BETWEEN CITY OF MERIDEN AND CONTRACTOR

The Agreement for the work will be written on the Agreement between City of Meriden and Contractor, wherein the basis of payment is a stipulated sum.

15. LOCAL SUBCONTRACTORS, SUPPLIERS, etc.

Local subcontractors, material suppliers, and labor in the City of Meriden should be considered and sought out insofar as it is practical in the performance of this project.

16. CITY OF MERIDEN CODE OF ETHICS

The City of Meriden has adopted a Code of Ethics located in Chapter 21 of the Code of the City of Meriden, sections 21-1 through 21-15, inclusive, which are expressly incorporated herein by reference. The terms of the Code of Ethics shall constitute a part of any contract or agreement entered into by the City of Meriden as a result of this bid as if those terms were fully set forth in such contract or agreement.

Bidders are specifically advised that the Code of Ethics prohibits public officers and employees, as well as their immediate families and businesses, with which they are associated from participating in any transaction which is incompatible with the proper discharge of official duties or responsibilities. Bidders are also advised that the Code of Ethics contain provisions with respect to paid contractors and former employees and officials.

**BIDDERS SHOULD NOTE THAT BIDS, CONTRACTS, AND AGREEMENTS ENTERED INTO OR AWARDED IN VIOLATION OF THE CODE OF ETHICS ARE VOIDABLE BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MERIDEN.**

Copies of the Code of Ethics may be obtained from the office of the City Clerk or may be found online on the City of Meriden's website.

17. NON-COLLUSION BID STATEMENT

Each bidder submitting a bid to the City of Meriden for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto the sworn Non-Collusive Bid Statement, to the effect that the bidder has not colluded with any other person, firm, or corporation in the submission of the bid.

18. SOIL CONDITIONS

The City of Meriden does not guarantee the accuracy of any information which it may have obtained as to the kind or condition of the soil that may be encountered in the performance of the proposed work; neither does the City of Meriden represent that the plans and specifications drawn are based upon any soil data so obtained. The City of Meriden does not make any representations as to the soil data so obtained. The City of Meriden does not make any representations as to the soil conditions to be encountered or as to foundation materials.

19. AWARD IN CASE OF A TIE

In the event there are two or more responsive bidders, the decision to award will be based by the following criteria and in the following order:

- a. The incumbent will be awarded the bid over that of another bidder.
- b. In the case of a multi-item bid, if one bidder has been awarded other items from the same bid and the other bidder has not, the bidder with the multiple awards will be awarded the bid over that of another bidder.
- c. The bidder located in the State of Connecticut will be awarded the bid over that of another bidder.
- d. The winner of a coin toss will be awarded the bid over that of another bidder.

The above-referenced provisions do not apply to those situations in which more than one City-based business responsible bidder has submitted bids not more than ten (10) percent higher than the lowest bid and has agreed to accept the award of the bid at the amount of the lowest bid. Under such circumstances, the provisions of the Code of the City of Meriden, section 3-14, are controlling, as set forth under Section 8 of this 'Information to Bidders.'

20. ASSIGNMENT OF CONTRACT

No contract may be assigned without the written consent of the Purchasing Officer or designee.

21. PERMITS

The Contractor shall be responsible for obtaining any and all necessary permits required by the City of Meriden prior to the commencement of work. The Contractor may contact the City of Meriden Building Department for permit information at (203) 630-4091. For all other required permits, contact the City of Meriden Engineering Department at (203) 630-4018.

## 22. BID PRICE AND PAYMENT

The City of Meriden is exempt from the payment of the excise taxes imposed by the Federal government and the Sales and Use Tax of the State of Connecticut under Connecticut General Statutes; accordingly, such taxes shall not be included in the bid price.

The City of Meriden, unless stated otherwise in the bidding documents or Contract, will make payment to the Contractor not less than thirty (30) days following completion of services.

## 23. QUALITY

All materials, equipment, supplies, and services shall be subject to rigid inspection. If defective material, equipment, supplies, or services are discovered, the Contractor shall remove or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that any inspection by the City of Meriden will in no way lessen the responsibility of the Contractor or release Contractor from the obligation to perform and deliver to the City sound and satisfactory materials, equipment, supplies, or allow the cost to be deducted from any monies due it from the City of Meriden. All services will be performed in a workmanlike manner.

## 24. INSURANCE

The successful bidder shall be required to provide a Certificate of Insurance denoting general liability, automobile liability, workers compensation liability, and other coverage required by the City's Risk Manager.

## 25. CITY HALL CLOSING

If Meriden City Hall is closed due to inclement weather, or any other unforeseen event, bids will be due at the same time on the next business day that City Hall is open.

## 26. CHRO

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. All bidders must complete, sign, and return the "CHRO Contract Compliance Regulations Notification to Bidders" form to the grantee at the time of bid opening. Bids not including this form should be considered incomplete and rejected. This form is attached, and can also be found at: <http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

## 27. PREVAILING WAGES

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.





1. Minority owned business? \_\_\_\_\_ yes \_\_\_\_\_ no
2. Years organized. \_\_\_\_\_
3. Is your company a corporation \_\_\_\_\_ yes \_\_\_\_\_ no  
If yes where incorporated? \_\_\_\_\_
4. How many years have you been engaged in business under your present firm name? \_\_\_\_\_
5. Former Firm Name (if any) \_\_\_\_\_
6. List total number of Personnel \_\_\_\_\_
7. Is any principal of your firm an employee or public official of the City of Meriden, or an immediate family member of an employee or public official of the City of Meriden? (Definition of immediate family includes: an individual's spouse, fiancé or fiancée; the parent, brother or sister of such individual or spouse; and the child of such individual or the spouse of such child.)  
\_\_\_\_\_ yes \_\_\_\_\_ no
8. List Vehicles and Equipment that you will use to perform this work: (show age of vehicles and equipment, sizes, capacities, etc.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. List the work to be performed by Subcontractors and summarize the dollar value of each subcontract.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. List the name and address of the more important contracts recently completed by you, starting the approximate gross cost for each, and the month and year completed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. General character of work performed by you \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Have you ever failed to complete any contract awarded to you? If so, where and why?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Have you ever defaulted on a contract? If so where and why?  
\_\_\_\_\_  
\_\_\_\_\_

14. Have you ever filed bankruptcy: \_\_\_\_\_ Please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Will you, upon request, furnish any information that may be required by the City of Meriden? \_\_\_\_\_

16. The undersigned hereby authorizes and request any person, firm or cooperation to furnish any information requested by the City of Meriden, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
day month year

\_\_\_\_\_  
Name of Proposer  
\_\_\_\_\_  
Title

State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that they are  
Name \_\_\_\_\_ of \_\_\_\_\_  
title name of organization  
and that the answers to the forgoing question and all statement therein contained are true and correct

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
day month year

\_\_\_\_\_  
Notary Public signature

My commission expires \_\_\_\_\_

FORM OF SURETY GUARANTY

(Shall accompany proposal)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersaid corporation, and for other valuable consideration the

---

(Name of Surety Company) .

a corporation organized and existing under the laws of the State of \_\_\_\_\_

and licensed to do business in the State of \_\_\_\_\_ certifies and agrees

that if Contract \_\_\_\_\_

is awarded to - \_\_\_\_\_

(Name of Bidder)

Corporation will execute the bond or bonds as required by the Contract Documents and will become surety in the full amount of the Contract price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing or furnishing materials in connection thencewith.

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(Surety)

The language of this form shall generally be given on the official form normally provided by the Surety Company complete with the usual proof of Authority of Officers of the Surety Company to execute said official form.

**Should a bid be offered with a check as surety without said official form, such bid shall be rejected.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_,  
(Name of Principal)

As Principal, and \_\_\_\_\_,  
(Name of Surety), as Surety are firmly bound

Unto the CITY OF MERIDEN, CONNECTICUT hereinafter called the "OWNER", in the penal sum of

\_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_) lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the said Principal has submitted the Accompanying bid  
dated \_\_\_\_\_, 20 \_\_\_\_\_

For \_\_\_\_\_

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the Period specified therein after the opening of  
the same, or if no period be specified, within thirty (30) days after the said opening and shall within the period  
specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him  
for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond  
with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of  
such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such  
Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the  
amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both,  
if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in  
full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20 .

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Address) (Affix seal)

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Address) (Affix seal)

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

**BID FORM**

**RFP025-01 ARPA- 116 Cook Avenue Demolition**

**Date of Opening:**  
**December 17, 2024 At 11:00 AM**

To: Rawle Dummett  
Purchasing Officer  
142 East Main Street, Room 210  
Meriden, CT 06450

The undersigned \_\_\_\_\_, doing business in the City/Town of

\_\_\_\_\_, in the State of \_\_\_\_\_, herewith, after reading thoroughly the Specifications and other Bid documents (including if any addendum or addenda) submit the following proposal:

Lump sum price- Demolition including Slab and Removal of Debris:

_____	_____
Written Amount	Dollars & Cents

-----  
- Receipt of Addenda is acknowledged:

No: \_\_\_\_\_ Dated: \_\_\_\_\_

No: \_\_\_\_\_ Dated: \_\_\_\_\_

NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

BY: \_\_\_\_\_

Print or type name

Title

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ E-Mail \_\_\_\_\_

-----  
PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected.

STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE  
RFP025-01 – 116 COOK AVENUE

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of January 2025 by and between the City of Meriden, 142 East Main Street Meriden, CT 06450 hereinafter called OWNER and \_\_\_\_\_ hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Article 2. ENGINEER.

The Project has been designed by Tighe & Bond who is hereinafter called ENGINEER and who is to act as Owner's representative, assume all duties and responsibilities and has the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed by \_\_\_\_\_, after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions by **15 days** after the date when the Contract Times commence to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two Hundred Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred Fifty Dollars (**\$250.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work, other than Unit Price Work, a Lump Sum of:  
Figures     \$  
Written

All specific cash allowances are included in the above price and have been computed in accordance with 11.02 of the General Conditions;

Plus  
4.2. ~~For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2:~~

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
-----	------	------	--------------------	------------	-----------------

TOTAL OF ALL UNIT PRICES:

				\$	
	Written				Figures

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03C of the General Conditions.

*(The Bid may be attached. Any attachments and/or exhibits attached should be listed in Article 8).*

*If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions.*

Article 5. PROGRESS PAYMENTS.

- 5.1 Based upon applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress payments on account to the Contractor as provided below and elsewhere in the Contract Documents.
- 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

5.3 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This Schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.4 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

5.6.1 Take that portion of the Contract sum properly allocable to completed work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the work in the Schedule of Values, less retainage of five percent (5 percent). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in appropriate sections of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing) less retainage of five percent (5 percent).

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in Paragraph 14.02.B.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances;

(Not applicable)

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95) of the Contract Sum, less such amounts as the Engineer shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed, through no fault of the Contractor, additional amounts payable in accordance with Paragraph 14.08 of the General Conditions.

5.8 Reduction or limitation of retainage, if any shall be as follows:

(Not applicable)

5.9 Progress payment requisitions are due monthly on last day of the month for work completed during the contract period. Requisitions are to be sent to the Architect/Engineer and/or City of Meriden Department responsible for management/administration of the contracted work.

Certified Payroll for construction contracts that require State of Connecticut Prevailing Wage Determinations are required for each week of work by the Contractor and any or all the Contractor's Subcontractors and are due monthly with each requisition. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

For federally funded construction contracts with Davis Bacon Wage Determinations, Certified Payroll for all employees of the Contractor and any or all of the Contractor's Subcontractors are required to be submitted weekly to the Architect/Engineer and to the City of Meriden Purchasing Department. One hard copy and one electronic copy shall be sent to the Architect/Engineer and the City of Meriden Purchasing Department. Employees on the construction site will be interviewed by City of Meriden Staff and/or City of Meriden subcontracted Project Management/Clerk-of-the-Works/Owner's Representatives for Davis Bacon compliance. No progress payments will be issued to the Contractor without accompanying Certified Payroll.

#### Article 6. INTEREST.

No interest shall be due or paid on any monies not paid when due.

#### Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents including the Addenda listed in paragraph 8 and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and

data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (and assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### Article 8. CONTRACT DOCUMENTS.

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

8.1. This Agreement.

8.2. General Conditions and Supplemental General Conditions.

8.3. Notice of Award – **Attachment A**

8.4. Performance, Payment, and other Bonds – **Attachment B**.

8.5. Insurance certificate – **Attachment C**

8.6. Contractor's Bid Proposal, Non-Collusive Bid Statement, Bidder's Qualification Statement, St of CT Forms that are applicable - **Attachment D**

8.7. Connecticut Department of Labor – Wage and Workplace Standards Division.

8.8. **“By Reference”**: The complete Specifications as included in the bidding documents bearing the title.

8.9. **“By Reference”**: List of Drawings: Sheet No's. \_\_\_ through \_\_\_ included in the bidding documents.

The above documents are on file in the City of Meriden's Purchasing Department.

8.10. Addenda numbers \_\_\_\_\_.

(Those addenda which pertain exclusively to the bidding process need not be listed.)

8.11. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All-Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 and 3.05 of the General Conditions.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04 and 3.05 of the General Conditions.

Article 9. MISCELLANEOUS.

9.1. Terms used in this Agreement which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS.

WITNESS WHEREOF, the parties hereto have affixed their names and seals.

THE CITY OF MERIDEN

CONTRACTOR:

\_\_\_\_\_  
Brian P. Daniels, City Manager  
Duly Authorized

\_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

#### 2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

#### 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on

Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS;  
HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### **5.02 *Licensed Sureties and Insurers***

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
  - b. by any other person for any other reason;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and
    - b) available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

## 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

## 6.11 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought

by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and

shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

##### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

##### C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

## 6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 1. observations by Engineer;
  - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. use or occupancy of the Work or any part thereof by Owner;
  - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  - 6. any inspection, test, or approval by others; or
  - 7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.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 Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## **ARTICLE 7 – OTHER WORK AT THE SITE**

### *7.01 Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner’s employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor’s Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor’s Work. Contractor’s failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor’s Work except for latent defects and deficiencies in such other work.

### *7.02 Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or

continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

### 9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not

exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

## 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

## 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

## 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **11.01 *Cost of the Work***

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not

limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to

the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### *12.01 Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
  - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
  - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
  - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
  - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
  - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

- 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an

Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*B. Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or

- involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work, or
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
    - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
    - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
  - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying

documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
  1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when

so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

## **ARTICLE 16 – DISPUTE RESOLUTION**

### *16.01 Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### *17.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

#### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

#### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

#### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

#### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

#### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTAL GENERAL CONDITIONS

### GENERAL CONDITIONS

The General Conditions of the Contract for Construction, EJCDC Document C-700, 2007 Edition, as bound herewith, shall be the General conditions of the Contract, except as amended by these Supplemental General Conditions

### CHANGES AND ADDITIONS TO VARIOUS ARTICLES OF THE GENERAL CONDITIONS

#### Article 1 Definitions

Article 1 is hereby modified as follows:

Delete the definition "Notice to Proceed"

#### Article 2 Preliminary Matters

Article 2.02 is modified as follows:

DELETE Article 2.02 in its entirety

Article 2.03 is modified as follows:

30<sup>th</sup> day is changed to 10<sup>th</sup> day, and delete "A Notice to Proceed...earlier"

#### Article 3 Reporting and Resolving Discrepancies

Article 3.03A.# - change "unless" to "that" and add knowledge thereof, or should have had knowledge of....

#### Article 4 Availability of lands

Article 4.01B – delete "as necessary for giving notice of or filing a mechanics or construction lien against such lands in accordance with applicable Laws & Regulations."

Article 4.06G – Hazardous Environmental Conditions at Site - Delete in its entirety

#### Article 5 Bonds and Insurance

Delete Article 5 in its entirety and substitute the following:

### PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

The Contractor shall, within ten (10) days from the date of the Notice of Award, furnish the City of Meriden with a PERFORMANCE BOND and a LABOR AND MATERIAL PAYMENT BOND, both in the amount of 100% of the amount bid, conditioned upon the performance of the Contractor on all undertaking, covenants, terms, and conditions and agreements of the contract. The bond shall be in the form of the specimen bonds annexed hereto, such bonds shall be executed by the contractor and a corporate bonding company licensed, authorized, and admitted to transact such business in the State of Connecticut and named on the current list of "Surety Companies acceptable on Federal Bonds", as published in the "Treasury Department" listed for an amount equal to the amount of the reinsurance. Written evidence of how any excess suretyship has been placed by the surety signing the bonds shall accompany the bonds. The expense of the bonds shall be borne by the Contractor. If at anytime a surety on any such bond is declared bankrupt or loses its right to do business in the State of Connecticut, or is removed from the list of Surety Companies acceptable on Federal Bonds, or for any other justifiable cause, the Contractor shall, within ten (10) days after notice from the City of Meriden to do so. substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be

paid by the Contractor. No payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable bond to the City.

If the Contractor is a partnership, the bonds shall be signed by each of the individuals who are partners; if a corporation, the bonds shall be signed in the correct corporation name by a duly authorized officer, agent, or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the contract. Each executed bond shall be accompanied by 1) appropriate acknowledgements of the respective parties; 2) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representative of Contractor or surety; 3) a duly certified extract from by-laws or resolutions or surety under which Power of Attorney or other certificates of authority of its agent, officer, or representative was issued.

The Contractor hereby agrees and understands that a Notice of Award is expressly conditional upon the receipt of these bonds and a Certificate of Insurance naming the City of Meriden (and others as appropriate) as ADDITIONAL INSURED. If said documents are not received by the City of Meriden within ten (10) days from the date of Notice of Award, the City of Meriden reserves the right to withdraw its conditional acceptance of the bid and cancel the Notice of Award.

# **PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS, that**

(here insert full name and address or legal title of Contractor)

**as Principal hereinafter called contractor and**

(here insert full name and address or legal title of Surety)

**As Surety, hereinafter called Surety, are held and firmly bound unto**

(here insert full name and address or legal title of Owner)

**As Obligee, hereinafter called Owner, in the amount of**

Dollars \$ \_\_\_\_\_

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

Contractor has by written agreement dated

20 , entered into a contract with Owner for

(here insert full name, address and description of project)

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

## PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor, shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives, notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default of a succession of

defaults, under the contract or contracts of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

day of

20

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

# **LABOR AND MATERIAL PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS, that**

(here insert full name and address or legal title of Contractor)

**as Principal, hereinafter called Principal, and**

(here insert full name and address or legal title of Surety)

**As Surety, hereinafter called Surety, are held and firmly bound unto**

(here insert full name and address or legal title of Owner)

**As Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of** \_\_\_\_\_ Dollars \$ \_\_\_\_\_

For the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS,**

Principal has by written agreement dated \_\_\_\_\_  
(here insert full name, address and description of project)

20\_\_\_\_, entered into a contract with Owner for

In accordance with Drawings and Specifications prepared by

(here insert full name and address or legal title of Engineer/Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**LABOR AND MATERIAL PAYMENT BOND**

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelop addressed to the Principal Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

20

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

## INSURANCE REQUIREMENTS

\*

All insurance coverage shall be provided by the Contractor and by or for any of their Subcontractors at no additional expense to the City. The scope and limits of insurance coverages specified are the minimum requirements and shall in no way limit or exclude the City from requesting additional limits and coverage provided under the Contractor's policies and/or their Subcontractors' policies. The Contractor shall either require each of their Subcontractors to produce identical insurance coverage requirements as detailed hereinafter or the Contractor shall secure the coverage for all Subcontractors under the Contractor's own policies.

The Contractor and/or Subcontractors shall be responsible for maintaining the stated insurance coverage in force for the life of the Contract with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut. (Insurance carriers shall be rated A or higher by AM Best Co.)

The type and limits of insurance coverage shall not be less than the type and limits designated herein, and the Contractor and/or Subcontractors agree that the coverage or the acceptance by the City of Certificates of Insurance indicating the type and limits of insurance shall in no way limit the liability of the Contractor and/or subcontractor to any such type and limits of insurance coverage.

The insurance coverage hereinafter afforded by the Contractor and/or subcontractor shall be primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. The amount and type of insurance shall not be reduced by the existence of other insurance's held by the City.

The Contractor and/or Subcontractor shall provide coverage's that are not impaired or the aggregate is not to be impaired by any other risk, past or present, and the limits required, shall be fully available to the City of Meriden or restored if depleted below the required levels during the course of the contract and/or any extensions thereto.

The Contractor and/or Subcontractor shall not commence work under the terms of this contract until they have obtained the liability insurance coverage required by this article and has filed Certificates of Insurance on same with the City, and the City has approved the Certificates of Insurance and the represented coverage.

Each Certificate of Insurance shall include the following pertinent information:

- Name of Insurance Carrier writing policy
- Name Insured
- Address of Named Insured
- Description of coverage (Workers' Compensation certificates should evidence the state(s) of operation including Connecticut)
- Policy Periods (effective and expiration dates)
- Limits of liability and terms
- Brief description of operations performed and property covered
- Name and address of certificate holder
- Authorized agent's name and address
- Date and signature of the issuing agent (original only)
- All additional named insured endorsement
- All cross liability endorsements
- All indemnification and hold harmless agreements (must be supported by Contractual Liability Insurance)

Each insurance policy (with the exception of OCP shall contain an endorsement naming the City as an Additional Insured, evidence of a Cross Liability endorsement so that each insureds interests are considered and treated separately in the case of claims between the insureds. The Contractor shall provide 60 Day advance Notification\*\* to the City in the event of any material change, modification, cancellation, or non-renewal of insurance coverage.\*\*

\*\*Amended 01/13/14

The Contractor and/or Subcontractors shall include a waiver of subrogation rights, on all insurance policies, so that the City of Meriden cannot be sued by the Contractor's insurer to recover any payments made on behalf of the Contractor and/or Subcontractor.

All insurance policies provided by the Contractor and/or Subcontractors shall include an endorsement indicating that any breach of warranty, by the named insured, will not be imputed to another insured.

During the course of execution of the work, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew , or any other cause, the City shall order the cessation of all activities\*\* until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the City, or other parties to the contract.

\*\*Amended 01/13/14

The Contractor and their Subcontractors shall indemnify and save harmless the City of Meriden, and all additional named insured and all appointed or elected officers, officials, directors, committee members, employees, volunteer workers, commissioners, and any affiliated, associated, or allied entities and/or bodies of, or as may be participated in by the City of Meriden, or as may now or hereinafter be constituted or established from and against all claims, damages, and losses and expenses including attorney's fees arising out of or resulting from the performance of the work under this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and their Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor and their Subcontractors shall, during the execution of the work, take necessary precautions and place proper guards for the prevention of accidents; shall set up all night suitable and sufficient lights and barricades; shall fully comply with the latest revisions of the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations, including any all amendments, revisions, and additions thereto, and shall indemnify and save harmless the City of Meriden and their additional named insured and their employees, officers, agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may incur by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance, unskillfulness, willfulness, negligence, or carelessness in the execution of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in execution of the work, or by or on account of any direct or indirect act or omission of the Contractor of their Subcontractors or their employees or agents.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the execution of the contract.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to; 1) all employees on the work and all other persons who may be affected thereby; 2) all the work and all the materials and equipment to be incorporated therein, whether in storage in or on the site, under the care, custody, or control of the Contractor or any of their Subcontractors; and 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designed for removal, relocation, or replacement in the course of construction.

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

The Contractor and/or subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders for any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

When The use or storage of explosives or other hazardous materials or equipment is necessary for the execution of work, the Contractor and/or their Subcontractors shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City.

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury, or loss.

The Contractor, Subcontractor, and their insurer(s) shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the City. Nothing shall limit the City of Meriden from utilizing the defense of governmental immunity.

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City Meriden as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

Article 6 Substitutes and "or equals"

Article 6.05.2.A – After Contractor add "or Owner"

Article 6.05.2.2E – Substitute Items - Add the words "If, in the owner's opinion, the number of substitutions is excessive" after "reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitutes".

Add the following paragraph 6.09D:

The requirements of subparagraph 6.09 do not waive the Contractor's responsibility of complying with the requirement of the Contract Documents when such regulations and requirements exceed those of any laws, ordinances, rules, regulations and orders of any public authority bearing the work.

Delete Article 6.10 in its entirety and substitute the following:

Under the terms of Regulation 16, referring to Contractors and Subcontractors issued by the State Tax Commission in administration of the State Sales and Use Tax, the Contractor may purchase materials or supplies to be consumed in the performance of this Contract without payment of Tax and shall not include in his Bid nor charge any Sales or Use Tax on any materials or labor provided.

Amend Article 6.12 to read:

“Contractor shall maintain in a safe place at the Site two (2) record copies...”

Add the following to article 6.13:

6.13.A.4 Protection in general shall consist of the following:

6.13.A.5 The Contractor shall furnish approved hard hats, other personal, protective equipment as required, approved first aid supplies, name of first aid attendant, and a posted list of emergency facilities.

6.13.A.6 The Contractor shall take prompt action to correct any hazardous conditions reported.

6.13.A.7 The Contractor shall be responsible for the adequate strength and safety of all scaffolding, staging and hoisting equipment, and for temporary shoring, bracing and tying.

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, including all Standards and Regulations which have been promulgated by the Governmental Authorities which administer such acts; and said Requirements, Standards and Regulations are incorporated herein by reference.

The Contractor shall be directly responsible for compliance therewith on the part of its agents employees, material men and Subcontractors, and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its agents, employees, material men or Subcontractors, to so comply.

The Contractor shall indemnify the Owner and the Engineer and save them harmless from any and all losses, costs and expenses, including fines and reasonable attorney’s fees incurred by the Owner and the Engineer by reason of the real or alleged violation of such laws, ordinances, regulations and directives, Federal, State and local, which are currently in effect or which become effective in the future, by the Contractor, his Subcontractors or material men.

#### 6.16 Emergencies

Add 6.16.B – The Contractor shall provide the Owner with at least two (2) phone numbers in case of emergency.

#### Article 8 – Replacement of Engineer

Delete 8.02 in its entirety

#### 8.06 – Insurance

8.06A – Delete Article 5, Add Supplemental General Conditions

## Article 9 - Engineer's Status During Construction

Revise 9.03.B to read:

In addition to the Engineer, The Owner may employ a Clerk-of- the Works shall be authorized to observe all material, workmanship and equipment for compliance with the Contract Documents' requirements of tests and safety provisions, and report any variance to the Engineer. He shall have no authority to interpret, vary or suspend the requirements of the Contract.

The Clerk-of-the-Works will keep records of material deliveries, weather conditions and manpower; he will monitor compliance with the approved Construction Schedule and the Equal Employment Provisions.

The Contractor shall cooperate with the Clerk-of-the-Works in the performance of his duties, and shall provide access to all portions of the work and information required for his records. Any requests for modification of the Contract provisions or working procedures shall be reviewed with the project representative prior to making submittal(s) to the Engineer.

## Cost of Work, Allowances; Unit Price Work

Article 11 is hereby modified as follows:

Add the following Articles:

11.03D Delete the entire paragraph and substitute the following:

It is understood and agreed that the prices bid for the various units of construction shall control in any Contract awarded hereafter. The City of Meriden reserves the right to revise the estimated quantities with no fixed limits set nor extra compensation allowed other than the above stated unit prices.

## Article 12 – Change of Contract Price and Change of Contract Time

Add the following:

12.01.B.4 - The Contractor, when performing work under article 11.3.3 shall, upon request, promptly furnish in a form satisfactory to the Owner, itemized statements of the cost of the work so ordered, including, but not limited to, certified payrolls, and copies of accounts, bills and vouchers to substantiate the above estimates.

Add 12.04.1 -The Contractor guarantees that he can and will complete the work within the time specified or within the time as extended as provided elsewhere in the Contract Documents. Inasmuch as the damage and loss to the City of Meriden which will result from the failure of the Contractor to complete the work within the stipulated time will be most difficult or impossible of accurate assessment, the damages to the City for such delay and failure on the part of the Contractor shall be liquidated in the sum of \$250.00 each calendar day (Sundays and Holidays included) by which the Contractor shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The City will deduct and retain out of any money due to become due hereunder, the amount of liquidated damages, and in case those amounts are less than the amount of liquidated damages, the Contractor shall be liable to pay the difference upon demand by the City.

Article 13 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Article 13.02 is modified to include the following:

The Contractor shall make every effort to minimize damage to all access routes, and he shall acquire all necessary permits for working in, on or from public streets or rights of way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences and structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the City and all utilities of any intended modifications or disruption to their property prior to the start of construction, and shall cooperate with them in the scheduling and performance of this operation.

Article 14 Payments to Contractor and Completion

Modify 14.02.D.4 to read:

Payments may be withheld to Contractors who are in default through debt or contract to the City.

14.07C – Change “thirty days” to “forty five (45) days”

Delete 14.09A in its entirety.

Article 15 Suspension of work and termination

Delete 15.03.3 in its entirety.

15.04B – Change 30 to 45 and change “30 days to pay” to 60.



Opportunity \* Guidance \* Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages  
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**

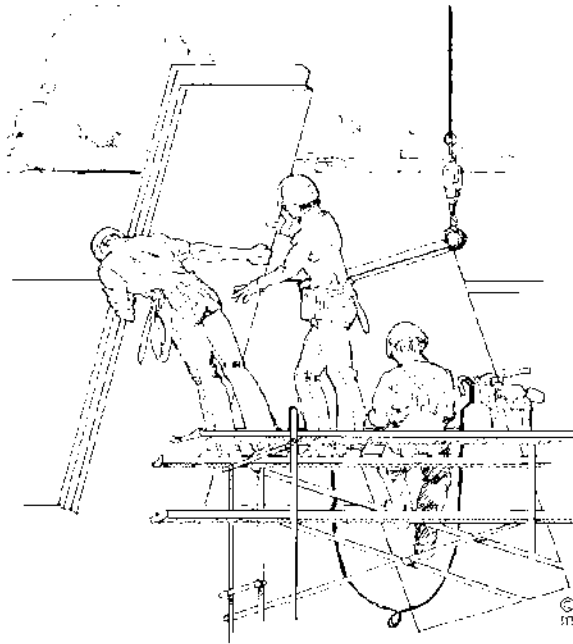
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACT COMPLIANCE UNIT

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with  
\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

shall be \$\_\_\_\_\_, which includes all work, regardless of whether such project  
consists of one or more contracts.

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Return To: Connecticut Department of Labor  
Wage & Workplace Standards Division  
Contract Compliance Unit  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Date Issued: \_\_\_\_\_

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**  
**Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to:

Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

*Rate Schedule Issued (Date):* \_\_\_\_\_

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006

**Notice**  
**To All Mason Contractors and Interested Parties**  
**Regarding Construction Pursuant to Section 31-53 of the**  
**Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

**Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

*Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.*

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

## **Information Bulletin** ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

***Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.***

**Below are additional clarifications of specific job duties performed for certain classifications:**

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *\*License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***\*License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

***\*License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***\*License required, drivers only, per Connecticut General Statutes.***

***For example:***

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*  
*Public Contract Compliance Unit*  
*Wage and Workplace Standards Division*  
*Connecticut Department of Labor*  
*200 Folly Brook Blvd, Wethersfield, CT 06109*  
*(860) 263-6543.*

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

**Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

**Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

**Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

**Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

**26. ATTACHMENTS**

- a. State Seal, DECD Logo, and State Sign Template (pages 19-20)
- b. CHRO Contract Compliance Regulations Notification to Bidders Form & CHRO Bid Language. (pages 21-31)
- c. Construction Compliance Certification Forms (pages 32-33)

# **REQUIRED SIGNAGE**

Signage- Contractors are required to provide and erect the Department of Community Development Project sign per specifications below; See attachment B.



STATE SEAL



DECD LOGO



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART I - Bidder Information**

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes ___ No ___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___	9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___
6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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### **Additional Wage Information**

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

Minimum Rates and Classifications  
for Building Construction

ID#: 24-63813

Connecticut Department of Labor  
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: B025-01

Project Town: Meriden

State#:

FAP#:

Project: 116 Cook Avenue Demolition

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	47.06	33.30
2) Boilermaker	46.21	29.35
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	41.11	34.65 + a
3b) Tile Setter	38.81	32.20
3c) Tile and Stone Finishers	32.0	26.69
3d) Marble & Terrazzo Finishers	33.0	25.69
3e) Plasterer	44.52	29.63

-----LABORERS-----

4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	34.5	27.26
4) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	34.75	27.26
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	35.0	27.26
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	35.5	27.26
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	35.25	27.26
4e) Group 6: Blasters, nuclear and toxic waste removal.	37.5	27.26
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	37.5	27.26
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	35.0	27.26
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	34.5	27.26
4i) Group 10: Traffic Control Signalman	20.7	27.26
4j) Group 11: Toxic Waste Removers A or B With PPE	37.5	27.26

As of: July 7, 2024

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	39.54	28.68
5a) Millwrights	40.56	28.87
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	44.6	34.71+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	64.01	39.19+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	41.63	25.80+ a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
----OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	50.79	28.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a

As of: July 7, 2024

Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	50.4	28.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	48.22	28.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	47.4	28.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	46.9	28.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a

As of: July 7, 2024

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	45.63	28.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	42.57	28.80 + a
Surveyor: Chief of Party	45.87	28.80 + a
Surveyor: Assistant Chief of Party	42.3	28.80 + a
Surveyor: Instrument Man	40.7	28.80 + a
Surveyor: Rodman or Chainman	35.03	28.80 + a

-----PAINTERS (Including Drywall Finishing)-----

As of: July 7, 2024

10a) Brush and Roller	38.07	25.80
10b) Taping Only/Drywall Finishing	38.82	25.80
10c) Paperhanger and Red Label	38.57	25.80
10e) Blast and Spray	41.07	25.80
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	49.58	36.15
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	42.5	21.68
14) Roofer (slate & tile)	43.0	21.68
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	43.89	44.02
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	49.58	36.15
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	33.16	32.36 + a
17b) 3 Axle, 2 Axle Ready Mix	33.27	32.36 + a

As of: July 7, 2024

17c) 3 Axle Ready Mix	33.33	32.36 + a
17d) 4 Axle	33.39	32.36 + a
17e) 4 Axle Ready Mix	33.44	32.36 + a
17f) Heavy Duty Trailer (40 Tons and Over)	35.66	32.36 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	33.44	32.36 + a
17h) Heavy Duty Trailer up to 40 tons	34.39	32.36 + a
17i) Snorkle Truck	33.54	32.36 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	49.98	32.85 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

[www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~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 clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: July 7, 2024

As of: July 7, 2024

Minimum Rates and Classifications for  
Heavy/Highway Construction

ID#: 24-63813

Connecticut Department of Labor  
Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: B025-01

Project Town: Meriden

State#:

FAP#:

Project: 116 Cook Avenue Demolition

CLASSIFICATION	Hourly Rate	Benefits
1) Boilermaker	46.21	29.35
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	41.63	34.50
2) Carpenters, Piledrivermen	39.54	28.68
2a) Diver Tenders	39.54	28.68
3) Divers	48.0	28.68
03a) Millwrights	40.56	28.87
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	57.85	25.95
4a) Painters: Brush and Roller	38.07	25.80
4b) Painters: Spray Only	41.07	25.80

4c) Painters: Steel Only	40.07	25.80
4d) Painters: Blast and Spray	41.07	25.80
4e) Painters: Tanks, Tower and Swing	40.07	25.80
4f) Elevated Tanks (60 feet and above)	47.07	25.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	44.6	34.71+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	41.27 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	49.58	36.15
----LABORERS-----		
8) Group 1: General Laborers and concrete specialist	34.5	27.26
8) Group 1a: Acetylene Burners (Hours worked with a torch)	35.5	27.26
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	34.75	27.26
10) Group 3: Pipelayers	35.0	27.26
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	35.0	27.26

As of: July 7, 2024

12) Group 5: Toxic waste removal (non-mechanical systems)	36.5	27.26
13) Group 6: Blasters	36.25	27.26
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	37.5	27.26
Group 8: Traffic control signalmen	20.7	27.26
Group 9: Hydraulic Drills	35.25	27.26
Group 10: Toxic Waste Removers A or B With PPE	37.5	27.26
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	36.73	27.26 + a
13b) Brakemen, Trackmen, Miners' Helpers and all other men	35.76	27.26 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----		
14) Concrete Workers, Form Movers, and Strippers	35.76	27.26 + a
15) Form Erectors	36.09	27.26 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	35.76	27.26 + a

As of: July 7, 2024

17) Laborers Topside, Cage Tenders, Bellman	35.65	27.26 + a
18) Miners	36.73	27.26 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ---		
-		
18a) Blaster	43.22	27.26 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	43.02	27.26 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	41.04	27.26 + a
21) Mucking Machine Operator, Grout Boss, Track Boss	43.81	27.26 + a
----TRUCK DRIVERS----(*see note below)		
Two Axle Trucks, Helpers	33.16	32.36 + a
Three Axle Trucks; Two Axle Ready Mix	33.27	32.36 + a
Three Axle Ready Mix	33.33	32.36 + a
Four Axle Trucks	33.39	32.36 + a
Four Axle Ready-Mix	33.44	32.36 + a
Heavy Duty Trailer (40 tons and over)	35.66	32.36 + a

As of: July 7, 2024

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	33.44	32.36 + a
Heavy Duty Trailer (up to 40 tons)	34.39	32.36 + a
Snorkle Truck	33.54	32.36 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	55.42	28.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	50.79	28.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	55.03	28.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	54.09	28.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	50.4	28.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	49.45	28.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	48.97	28.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	48.22	28.80 + a

As of: July 7, 2024

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	48.22	28.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	47.83	28.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	47.4	28.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	46.9	28.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	46.35	28.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	43.77	28.80 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	43.77	28.80 + a
Group 12: Wellpoint Operator.	43.69	28.80 + a
Group 13: Compressor Battery Operator.	42.97	28.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	41.52	28.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	41.01	28.80 + a
Group 16: Maintenance Engineer.	40.19	28.80 + a

As of: July 7, 2024

Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	45.63	28.80 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	42.57	28.80 + a
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Surveyor: Chief of Party	45.87	28.80 + a
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Surveyor: Assistant Chief of Party	42.3	28.80 + a
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Surveyor: Instrument Man	40.7	28.80 + a
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Surveyor: Rodman or Chairman	35.03	28.80 + a
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\*\*NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----

20) Lineman, Cable Splicer, Technician	48.84	18.07
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.5	6.5% + 9.00
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23a) Truck Driver	40.96	6.5% + 17.76
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----LINE CONSTRUCTION----

As of: July 7, 2024

24) Driver Groundmen	30.92	6.5% + 9.70
25) Groundmen	22.67	6.5% + 6.20
26) Heavy Equipment Operators	37.1	6.5% + 10.70
27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.

\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

--Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work

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"General Decision Number: CT20240021 07/05/2024

Superseded General Decision Number: CT20230021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

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	02/09/2024
3	04/12/2024
4	04/19/2024
5	05/03/2024
6	05/24/2024
7	06/07/2024
8	07/05/2024

ASBE0033-002 06/01/2023

Rates	Fringes
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HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 45.56	32.65
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BRCT0001-001 01/01/2024

Rates	Fringes
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BRICKLAYER.....	\$ 41.11	34.65
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BRCT0001-002 01/02/2023

Rates	Fringes
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BRICK POINTER/CAULKER/CLEANER....	\$ 41.11	34.65
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BRCT0001-005 01/01/2024

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 41.11	34.65
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CARP0326-024 05/06/2024

Rates	Fringes
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FLOOR LAYER: Carpet Only.....	\$ 39.54	28.68
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CARP0326-025 05/06/2024

Rates	Fringes
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FLOOR LAYER: Hardwood Floors  
Only.....\$ 39.54      28.68

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CARP0326-027 05/06/2024

Rates      Fringes

CARPENTER (Scaffold Builder).....\$ 39.54      28.68

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CARP0326-028 05/06/2024

Rates      Fringes

CARPENTER (Includes  
Acoustical Ceiling  
Installation, Drywall  
Hanging, Form Work, and Metal  
Stud Installation).....\$ 39.54      28.68

-----  
ELEC0035-014 06/01/2024

Rates      Fringes

ELECTRICIAN (Including Low  
Voltage Wiring).....\$ 45.75      3%+33.97

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ELEV0091-002 01/01/2024

Rates      Fringes

ELEVATOR MECHANIC.....\$ 64.01      39.19+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

-----  
ENGI0478-004 04/07/2024

Rates      Fringes

POWER EQUIPMENT OPERATOR  
(Backhoe/Excavator/Trackhoe).....\$ 49.45      28.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the

holiday.

-----  
ENGI0478-005 04/07/2024

Rates      Fringes

POWER EQUIPMENT OPERATOR  
(Bulldozer)

Finegrade (Slopes,  
Shaping, laser or GPS,  
etc.).....\$ 49.45      28.80  
Rough Grade Dozer.....\$ 47.83      28.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day and Christmas  
Day, provided the employee works 3 days during the week in  
which the holiday falls, if scheduled, and if scheduled,  
the working day before and the working day after the  
holiday.

-----  
ENGI0478-012 04/07/2024

Rates      Fringes

POWER EQUIPMENT OPERATOR  
(Crane under 100 ton rated  
capacity)).....\$ 54.09      28.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day and Christmas  
Day, provided the employee works 3 days during the week in  
which the holiday falls, if scheduled, and if scheduled,  
the working day before and the working day after the  
holiday.

-----  
ENGI0478-016 04/07/2024

Rates      Fringes

POWER EQUIPMENT OPERATOR  
(Loader - 7 cubic yards or  
over).....\$ 50.79      28.80

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day,  
Independence Day, Labor Day, Thanksgiving Day and Christmas  
Day, provided the employee works 3 days during the week in  
which the holiday falls, if scheduled, and if scheduled,  
the working day before and the working day after the  
holiday.

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IRON0015-010 06/03/2024

Rates Fringes

IRONWORKER (Reinforcing,  
Structural, Ornamental).....\$ 45.25 41.27

LABO0230-001 04/07/2024

Rates Fringes

LABORER  
Common or General.....\$ 34.50 27.26  
Mason Tender-  
Cement/Concrete.....\$ 35.00 27.26

PAIN0011-014 06/01/2023

Rates Fringes

GLAZIER.....\$ 41.18 24.55

PAIN0011-021 06/01/2023

Rates Fringes

PAINTER (Brush and Roller).....\$ 37.62 24.55

PAIN0011-023 06/01/2023

Rates Fringes

DRYWALL FINISHER/TAPER.....\$ 38.37 24.55

PLUM0777-001 06/01/2023

Rates Fringes

PLUMBER.....\$ 48.28 35.50

PLUM0777-003 06/01/2023

Rates Fringes

PIPEFITTER.....\$ 48.28 35.50

PLUM0777-004 06/01/2023

Rates Fringes

PLUMBER (HVAC Pipe  
Installation).....\$ 48.28 35.50

ROOF0009-001 01/01/2024

	Rates	Fringes
ROOFER		
Composition.....	\$ 41.80	21.40
Slate and Tile.....	\$ 42.30	21.40

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SFCT0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.98	32.85

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\* SHEE0040-001 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Unit Installation).....	\$ 43.89	42.90

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SHEE0040-002 07/01/2023

	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 41.89	26.15

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\* SHEE0040-008 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 43.89	42.90

-----  
TEAM0191-001 04/07/2024

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 33.39	32.36

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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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/CBA 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.

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## 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.

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END OF GENERAL DECISION"

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

[www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~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 clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

## CITY OF MERIDEN, CONNECTICUT

### INSURANCE REQUIREMENTS

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Meriden as an **Additional Insured on a primary and non-contributory basis** to all policies except Workers Compensation and Professional Liability. All policies should also include a Waiver of Subrogation. Umbrella/Excess shall state that it follows form over General Liability, Auto Liability and Workers Compensation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A"-VIII. In addition, all Carriers are subject to approval by the City of Meriden.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000
Errors & Omissions	Each Occurrence	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Meriden prior to contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.



# City of Meriden

## BUILDING DEPARTMENT

### ZONING ENFORCEMENT



Tel (203) 630-4091

142 East Main Street Meriden, CT 06450

Fax (203)630-

## Demolition Permit Checklist

The demolition of structures shall be conducted in accordance with Connecticut General Statutes, Part IV State Demolition Code, section 29-401 to 29-415, Connecticut State Building Code (29-252-1d) and the Regulations of any pertinent Federal or Connecticut State or City Agency.

Above listed regulations, govern requirements for Demolition. Permit. Application for the Demolition Permit shall be filled out at the Building Department, weekdays, between the following office hours:

8:15 - 12:00 pm, and 1:00 - 4:30 pm.

**To facilitate the permit process, submit this checklist and the following:**

- 1. Address of building/structure to be removed:  
\_\_\_\_\_
- 2. Application for Historic Buildings – Delay of Demolition (180 days) (*Prepare and Submit Immediately*)
- 3. State of CT, Dept. of Public Health - Demolition/Notification Form, filed with State ? Yes \_\_\_ No \_\_\_
- 4. Application for Demolition permit must be signed by the owner and the demolition contractor.  
(C.G.S. 29-406) Fee: \$25.00 for every \$1,000.00 of contact price. and \$25.00 Certificate of Approval per Ordinance Section 7-1,4
- 5. Certificate of registration for demolition business from Department of Public Safety. (C.G.S. 29-402)
- 6. Certificate of Insurance. Made out to the City of Meriden and Property Owner (C.G.S. 29-406)  
A. Specifying demo purposes and location. B. Liability coverage: Bodily-\$100,00(min) per person with aggregate-\$300,00(min) C. Property Damage-\$50,000(min) per accident with aggregate--\$100,000(min) per person with aggregate-\$300,000(min) D. Certificates shall provide that the City shall be saved harmless from any claim.
- 7. Notice to adjoining property owners by Certified Letters at least one week before commencement of the work. You can get the List of the adjoining properties (assessor office) and/or from the block map (you can get this in engineering / public works office) and submit the Certified Mail receipts (green cards) with the permit application.
- 8. Utilities Sign-off / Disconnect Letters, or if partial demolition have Licensed Contractor take out the necessary Electrical, Mechanical, or Plumbing permit and list what was disconnected, where and how.  

<input type="checkbox"/> Electrical	<input type="checkbox"/> Gas	<input type="checkbox"/> Water	<input type="checkbox"/> Sanitary Sewer	<input type="checkbox"/> Storm Sewer
<input type="checkbox"/> Telephone	<input type="checkbox"/> Cable TV	<input type="checkbox"/> Other		
- 9. Letter from licensed agency of any hazardous materials removal from demolition site i.e.: asbestos abatement, etc.
- 10. Specific information (in writing) about safety precautions to be used during the demolition process as required by the 2016 Connecticut Building Code, Chapter 33 or as amended.
- 11. Information / location of the disposal site, regarding debris from demolition.
- 12. Hole must be filled to same grade and remove all materials. (C.G.S. 29-413) Details on method used for soil stabilization, you are required to call the Building Department for a final inspection of the site.

If have any questions, inspections, please call the Building Department at (203) 630-4091

ddz s:\

**OVER FOR HOLD HARMLESS AGREEMENT**

# HOLD HARMLESS AGREEMENT

## PRINT CLEARLY OR TYPED

In accordance with Connecticut General Statute 29-406, we

\_\_\_\_\_ hereby agree to

Demolition Contractor and Company Name

save Harmless the City Of Meriden and its agents from any claim or claims arising out negligence of the applicant or his agents or employees in the course of the demolition operations associated with this project

\_\_\_\_\_ Project Title and Address

State of Connecticut }  
Country of Hartford } SS:

The undersigned, Being Duly Sworn, Depos and State that they understand the contents, demolition laws of the state and the City of Meriden, herein and that the facts set forth therein are true to the best of his/her knowledge, information and belief.

Subscribed and Sworn to before, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED: \_\_\_\_\_

DEMOLITION CONTRACTOR

SIGNED: \_\_\_\_\_

(Notary Public / Justice of the Peace / Commissioner of the Superior Court)

# CITY OF MERIDEN, CONNECTICUT

## RFP025-01 – 116 Cook Avenue Demolition

### AGREEMENT

This AGREEMENT, made as of this \_\_\_\_\_, 2024 by and between the City of Meriden, 142 East Main Street, Meriden CT 06450 (hereinafter the “City”) and \_\_\_\_\_ (hereinafter the “Contractor”).

WHEREAS, the City has issued a certain Invitation to Bid regarding Window Replacement; and

WHEREAS, the Contractor is in the business of providing such services, is the successful bidder, and has been awarded this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT OF THE PARTIES: The City hereby contracts for and the Contractor hereby agrees to perform the work as stated in the minimum specifications as required by the City at the locations requested.
2. SCOPE OF SERVICES: As per the bid proposal documents, incorporated by reference herein.
3. TERM: This Agreement shall begin \_\_\_\_\_ and end \_\_\_\_\_, unless extended or terminated.
4. PAYMENT: The City shall pay the Contractor in accordance with the bid proposal documents, incorporated by reference herein. Work performed without authorization will not be paid for.
5. AUDITS: At any time during normal business hours, and as often as maybe deemed necessary, the Contractor shall make available for examination of all records with respect to all matters covered by this Agreement and will permit authorized City, State, and/or Federal Officials to audit, inspect, examine and make excerpts or transcripts, from such records and to make audits of all contracts, invoices, payrolls, and other data relating to all matters covered by this Agreement.
6. INDEPENDENT CONTRACTOR: It is understood that the services of the Contractor shall be as an independent contractor and not as an employee of the City, and that persons employed by said Contractor providing services under this Agreement shall be the employees of the Contractor and not of the City.
7. INDEMNIFICATION: Contractor shall indemnify and save harmless City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of City, and shall defend, indemnify and save harmless City from

any and all claims, demands, suits, actions or proceedings of any kind or nature including workers' compensation claims, of or by anyone in any way resulting from or arising out of the operations in connection with this Agreement, including operations of subcontractors and acts or omissions of employees or agents of contractor or his or her subcontractors. Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this Agreement. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for his/her/its proper protection in the prosecution of the work. Contractor agrees that will well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any way come against owner, or which may in any way result from carelessness or neglect of contractor or its agents, employees or workmen in any respect whatever.

8. **INSURANCE:** The Contractor shall provide and maintain a Certificate of Insurance for the duration of this Agreement naming the City of Meriden as an ADDITIONAL INSURED and with the types and limits stated in the insurance requirements section. The Contractor agrees to provide Certificates of Insurance as requested by the City.

The contractor and its subcontractors shall comply with the Workers' Compensation Act of the State of Connecticut and shall provide compensation insurance to protect the Contractor, its subcontractors, and the City from and against any and all workers' compensation claims arising from performance of the Work under the Agreement. The City shall be furnished, prior to undertaking any work, copies of the certificate or certificates evidencing such insurance to be in effect.

9. **TERMINATION:** The City or the Contractor shall have the right, without cause, to terminate this Agreement within fifteen (15) days following the written notification to the other party to that effect by Certified Mail or personal delivery by agent, and upon the expiration of said fifteen (15) day period, this Agreement shall be null and void and all rights established herein shall end and terminate. It shall not be necessary for either party to state a reason for such termination.

10. **BID PROPOSAL DOCUMENTS:** The bid proposal documents are hereby incorporated by reference and made a part of this Agreement.

11. **DEFECTIVE WORK:** During a period of one year from and after the final acceptance of the work except as provided elsewhere in this Agreement, the Contractor shall, at its own expense, make all needed repairs or replacements due to defective work or materials which, in the judgment of the City, shall become necessary during this period. If within ten (10) days after the mailing of a written notice to the Contractor, or its agent, requesting repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make them, the City may make the repairs at the Contractor's expense; provided, however, that in the case of emergency where, in the judgment of the City, delay would cause serious loss or damage, repairs or replacement may be made without notice being sent to the Contractor, and the contractor shall pay the cost.

12. GUARANTEE: The Contractor shall further guarantee that the sidewalk repairs shall remain in good order and repair for a period of five (5) years from all causes arising from defective work and materials, and to make all repairs arising from these causes during this period without further compensation, and shall guarantee the sidewalks against defective work and materials, and shall keep them in good order and repair without further compensation for a period of two (2) years from and after completion and acceptance of them by the City. The determination of the necessity for the repair or replacement of sidewalks or any portion of them, shall rest entirely with the City, whose decision upon the matter shall be final and obligatory upon the Contractor.
13. CLEAN UP: The contractor shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways, and adjacent property that may have been used or worked on by the Contractor in connection with the Work promptly as each section or portion is completed and ready for use, leaving the same in a neat and presentable condition. Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City. Final acceptance and payment for the entire project will not be made until this has been fully taken care of.

During the construction, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove this waste entirely and at once, if, in the opinion of the city, such material, debris, or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public.

Upon completion and before final acceptance of the work, the Contractor shall remove from the site of the work and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs, and shall restore the site to the same general conditions that existed prior to the commencement of its operations. The cost of final cleaning up will not be paid for under any specific scheduled item but shall be included in the prices bid for the various items, or included in the contract lump-sum price as the case may be.

The Contractor shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt, and any other foreign materials deposited or accumulated on any portion of its work, or existing work, due to its operations.

14. CHARTERS, LAWS, AND ORDINANCES: The Contractor shall at all times observe and comply with the provisions of the charter, ordinances and regulations of the City of Meriden and of state and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the contractor, its subcontractors, or the subcontractors employees, agents or servants, engaged upon the work or affecting the materials supplied to or by them
15. CONTRACTOR'S DUTIES: The Contractor shall be responsible for the completion of the Work according to the bid proposal documents, and its responsibility shall not cease until the whole work contracted for is completed and accepted. The Contractor shall keep fully informed at all times regarding all details of the work. The Contractor shall be responsible for all delays that may result in failure to install the work in the proper manner and proper

time. It shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report to the City any error or omission which the Contractor may discover, and shall subsequently proceed with the work in accordance with the instructions from the City concerning the error or omission. The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work, organize the procurement of all the materials and equipment so that it will be available at the time they are needed for the work. The Contractor shall keep an adequate force of skilled workers on the job to complete the work in accordance with all requirements of the contract documents. Any employee who is considered incompetent or careless in his or her work shall be removed on demand of the engineer and replaced by a competent person.

WAGES: The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of the payment or contribution paid or payable on behalf of each person to any employee, welfare fund, as defined in subsection (i) of the section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

16. LIQUIDATED DAMAGES. The Contractor acknowledges that time is of the essence for the Contractor to render its services and that the City will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above. The Contractor acknowledges the expense and difficulties involved in proving the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for any delay (but not as a penalty), the Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for substantial completion until the Work is substantially complete. After substantial completion, if Contractor neglects, refuses, or fails to complete the remaining Work within the time specified in Section 3, Contractor shall pay the City TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) for each day that expires after the time specified in Section 3 for completion and readiness for final payment.
17. BLUE PENCIL PROVISION: In the event that any provision of this Agreement is unenforceable under applicable law, the validity or enforceability of the remaining provisions will not be affected. To the extent any provision of this Agreement is judicially determined to be unenforceable, a court of competent jurisdiction may reform any such provision to make it enforceable. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

CONTRACTOR:

Date: \_\_\_\_\_

\_\_\_\_\_

Duly Authorized

CITY OF MERIDEN:

Date: \_\_\_\_\_

\_\_\_\_\_ Brian P. Daniels, City Manager

## 2.0 SITE SETTING

### 2.1 General

The Site is located at 116 Cook Avenue, to the south of Hanover Street and to the north of Cooper Street, and west of the Harbor Brook in Meriden, Hartford County, Connecticut. The former Site occupant was the Meriden Medical Center. The Site has been vacant since approximately 2000 and was previously occupied by several health care offices since the late 1970s. Prior to that time the Site was part of the former International Silver Company (INSILCO), Factory H property, that directly adjoins the Site to the east. A portion of the Site building shares a common brick wall with the former INSILCO building. There is no access between the two buildings. Cook Avenue Reality, Inc. acquired the Site in 2004. Based on the information reviewed and the Site reconnaissance, the Site is in an area of mixed residential and commercial/light-industrial land uses and consists of approximately 2.79 acres west of the Harbor Brook. The Site is zoned C-1 (Commercial/Neighborhood) and consists of one lot totaling 121,900 square feet, as well as paved areas for parking.

The Site topography is relatively level at approximately 150 feet above sea level.

According to FEMA Flood Map No. 090081 0004C, dated November 20, 2000, the Site is located within the 100-year flood plain.

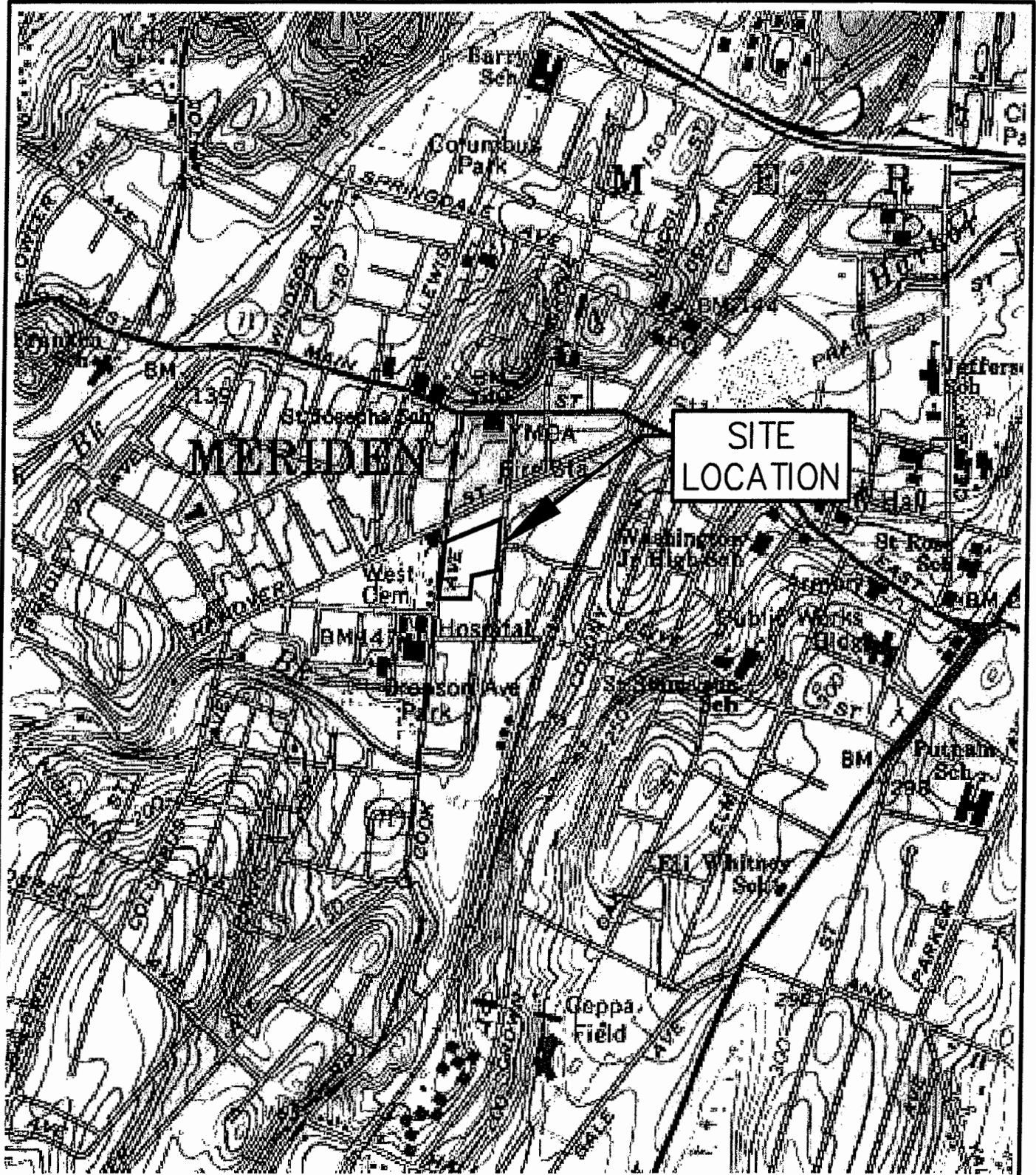
### 2.2 Surrounding Area Properties

Properties nearby 116 Cook Avenue have various Site uses. A vacant parcel is present to the south and residential neighborhoods are present to the southwest. The Site directly adjoins the former INSILCO, Factory H property to the east. The property to the north is a mix of commercial properties, including a garage and a café.

---

*The site is currently owned by the City of Meriden*





CITY OF MERIDEN, CONNECTICUT  
 116 COOK AVENUE  
 MERIDEN, CT

**FIGURE 1 - SITE LOCATION MAP**

AS NOTED

DATE: OCT. 2009



**PURCHASING DEPARTMENT  
ROOM 210 CITY HALL  
142 EAST MAIN STREET  
MERIDEN, CONNECTICUT 06450-8022**

**WILMA C. PETRO, C.P.M.  
PURCHASING OFFICER**

**PHONE: 203-630-4115  
FAX: 203-630-3852**

**Shall Be Submitted With Proposal**

**NON-COLLUSIVE PROPOSAL STATEMENT**

**PROPOSAL FOR: Complete Demolition at 116 Cook Avenue**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

1. The proposal has been arrived at by the proposer independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent proposals and;
2. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal.

The undersigned Proposer further certifies that this statement is executed for the purposes of inducing the City of Meriden to consider the Proposal and make an award in accordance therewith.

---

Legal Name of Proposer

---

Business Address

---

Please print: Name and Title of Person Authorized to Sign

---

Signature

---

Date

---

Phone Number & Ext.

---

Fax Number

---

E-mail address

# **Attachment A**

## **Drawings and Report**

**TABLE 13286-A - LIST OF PCB CONTAINING MATERIALS**

PCB SOURCE MATERIAL	Location/Substrate	PCB RESULT (PPM)	Total Estimated Quantity of PCBs containing Material
Various Color Paints	All Drywall, Doors, Trim, Carpet, Ceiling Grid, Ceiling Tiles, Shelving, Piping Associated with Plumbing	1.5 -2.0	154 Tons
Various Color Paints	Door Casings and Frames	1.5 – 1.6	N/A To Be Recycled
Various Colored Paints	Wood Decking, Wood Beams, Steel I-Beams, and Structural Concrete	1.2 – 3.6	49,800 SF
Various Colored Paints	Brick and Concrete Block Walls	1.5 – 2.0	15,200 SF
Various Colored Paints	Metal Window Sashes Behind Drywall	Assumed > 50	Estimated Quantity is 20 Metal Sashes at 5' x 5' Each
Red and Grey Paint on Stair Wells	All Metal In Stairwells	1.2	6,800 SF

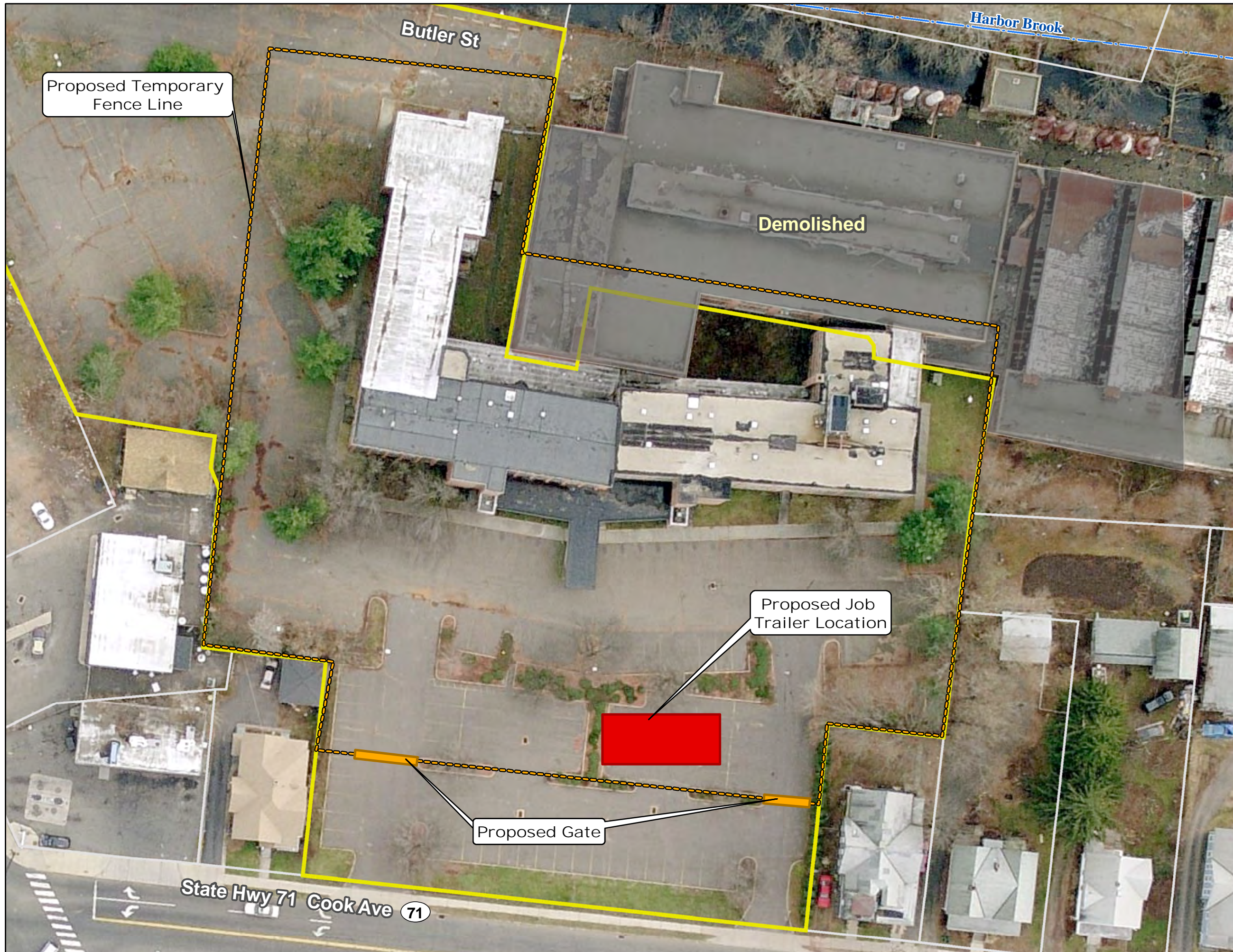







FIGURE 1  
SITE MAP

LEGEND

-  PropGate
-  Approximate Parcel Boundary
-  Approximate Site Boundary
-  Former Building
-  Proposed Temporary Fence Line

Temporary fence and Job Trailer locations are proposed and may be subject to change based on contractor requirements.

LOCUS MAP



0 50 100 Feet

1" = 60'

NOTES

Data source: CTDEEP  
Ortho: Pictometry Online

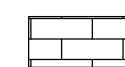

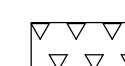




Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere  
Projection: Mercator Auxiliary Sphere  
Datum: WGS 1984  
Units: Meter

116 COOK AVENUE  
MERIDEN, CONNECTICUT

October 2015



**ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING

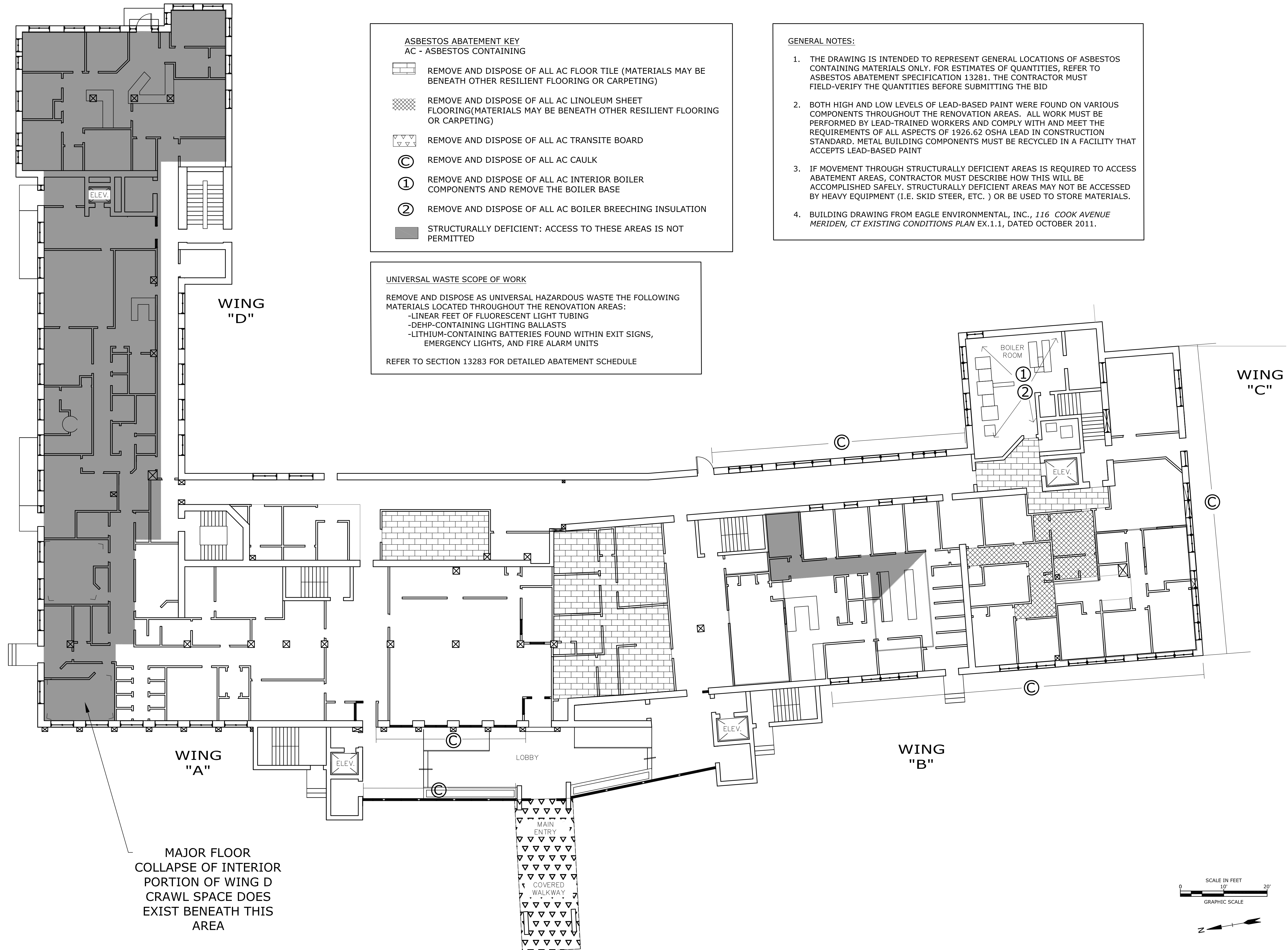
-  REMOVE AND DISPOSE OF ALL AC FLOOR TILE (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPETING)
-  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPETING)
-  REMOVE AND DISPOSE OF ALL AC TRANSITE BOARD
-  REMOVE AND DISPOSE OF ALL AC CAULK
-  REMOVE AND DISPOSE OF ALL AC INTERIOR BOILER COMPONENTS AND REMOVE THE BOILER BASE
-  REMOVE AND DISPOSE OF ALL AC BOILER BREECHING INSULATION
-  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:  
 -LINEAR FEET OF FLUORESCENT LIGHT TUBING  
 -DEHP-CONTAINING LIGHTING BALLASTS  
 -LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS  
 REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE

**GENERAL NOTES:**

1. THE DRAWING IS INTENDED TO REPRESENT GENERAL LOCATIONS OF ASBESTOS CONTAINING MATERIALS ONLY. FOR ESTIMATES OF QUANTITIES, REFER TO ASBESTOS ABATEMENT SPECIFICATION 13281. THE CONTRACTOR MUST FIELD-VERIFY THE QUANTITIES BEFORE SUBMITTING THE BID
2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC. ) OR BE USED TO STORE MATERIALS.
4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.



**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

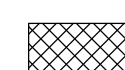


MARK	DATE	DESCRIPTION

FIRST FLOOR

SCALE: 1" = 10'

HM-1.1

**ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING

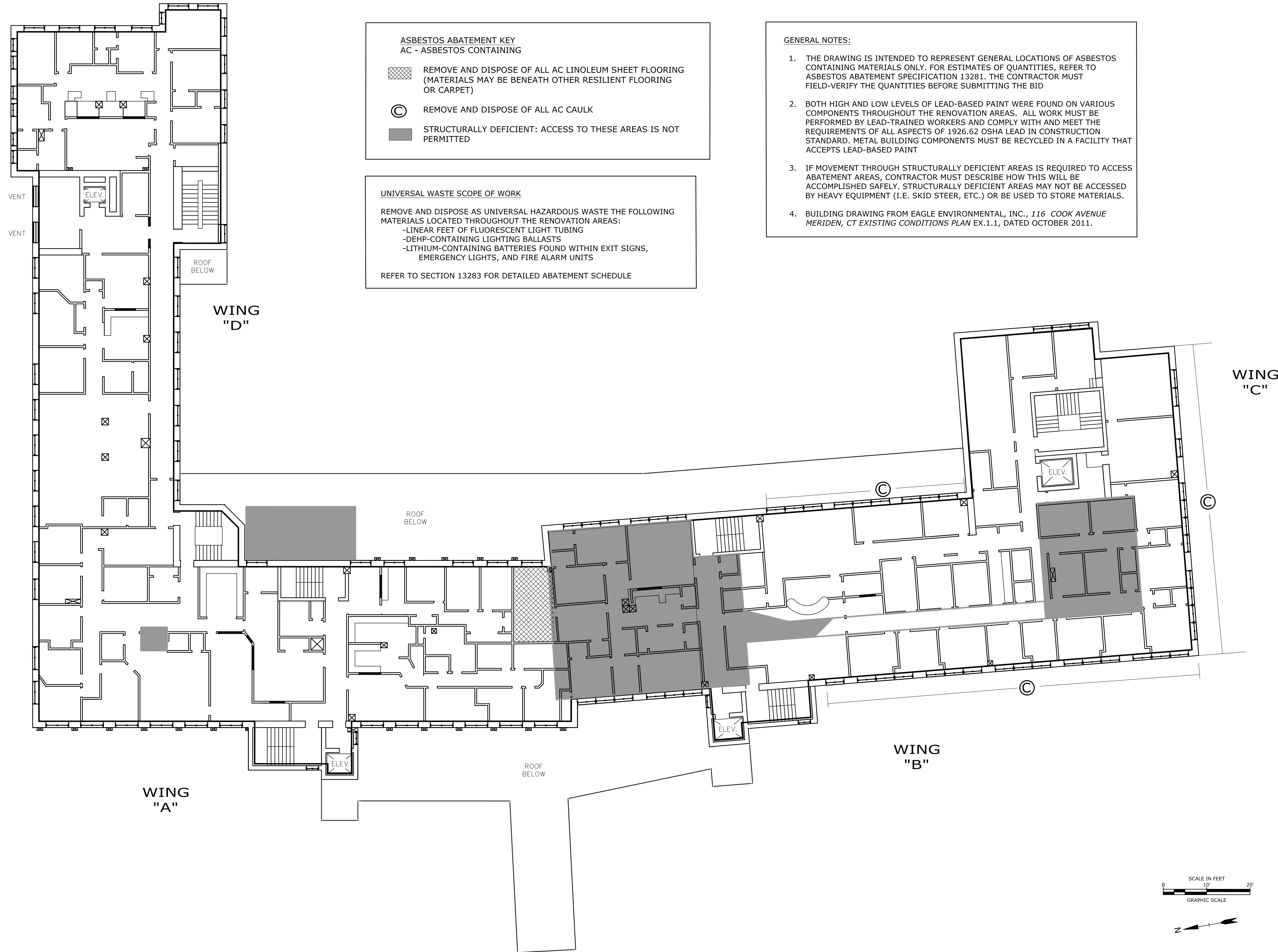
-  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPET)
-  REMOVE AND DISPOSE OF ALL AC CAULK
-  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:  
 -LINEAR FEET OF FLUORESCENT LIGHT TUBING  
 -DEHP-CONTAINING LIGHTING BALLASTS  
 -LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS  
 REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE

**GENERAL NOTES:**

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2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC.) OR BE USED TO STORE MATERIALS.
4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.



**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

MARK	DATE	DESCRIPTION

PROJECT NO: M-0817  
 DATE: 03/23/2016  
 FILE: 116 COOK.HBMA DESIGN.dwg  
 DRAWN BY: JLL  
 CHECKED: JTW  
 APPROVED: JTO

SECOND FLOOR

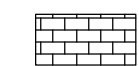
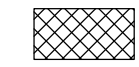


SCALE: 1" = 10'

HM-1.2

**GENERAL NOTES:**

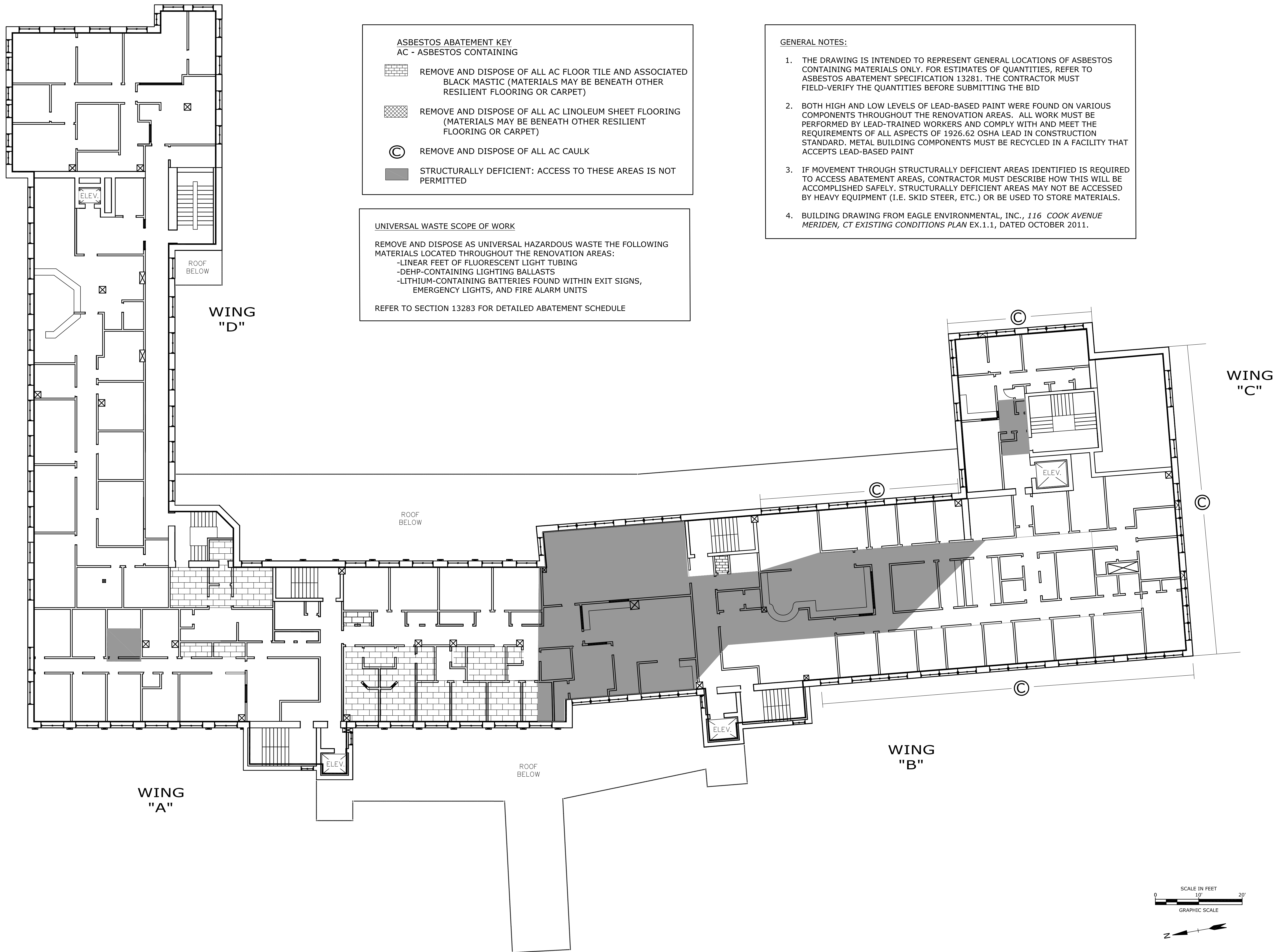
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2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IDENTIFIED IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC.) OR BE USED TO STORE MATERIALS.
4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.

**ASBESTOS ABATEMENT KEY**  
AC - ASBESTOS CONTAINING

-  REMOVE AND DISPOSE OF ALL AC FLOOR TILE AND ASSOCIATED BLACK MASTIC (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPET)
-  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPET)
-  REMOVE AND DISPOSE OF ALL AC CAULK
-  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:  
 -LINEAR FEET OF FLUORESCENT LIGHT TUBING  
 -DEHP-CONTAINING LIGHTING BALLASTS  
 -LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS  
 REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE



**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

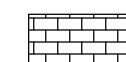



MARK	DATE	DESCRIPTION

THIRD FLOOR

SCALE: 1" = 10'

HM-1.3

**ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING

-  REMOVE AND DISPOSE OF ALL AC FLOOR TILE (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPETING)
-  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING, REMOVE ALL RESIDUES DOWN TO CLEAN SUBSTRATE
-  REMOVE AND DISPOSE OF ALL AC CAULK
-  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

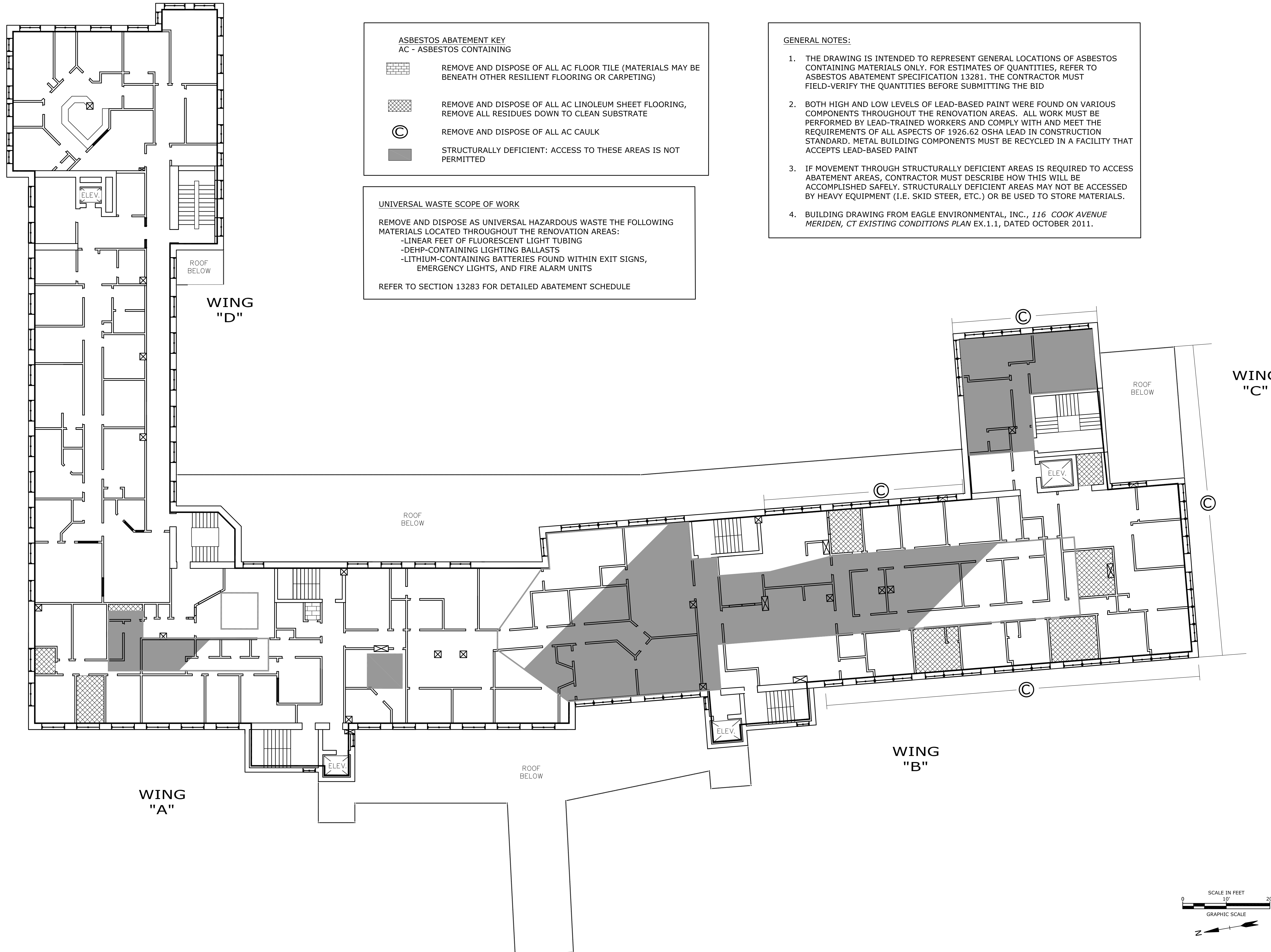
**UNIVERSAL WASTE SCOPE OF WORK**

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REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE

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**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

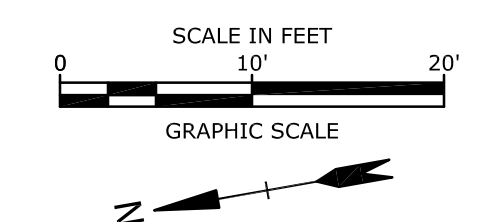
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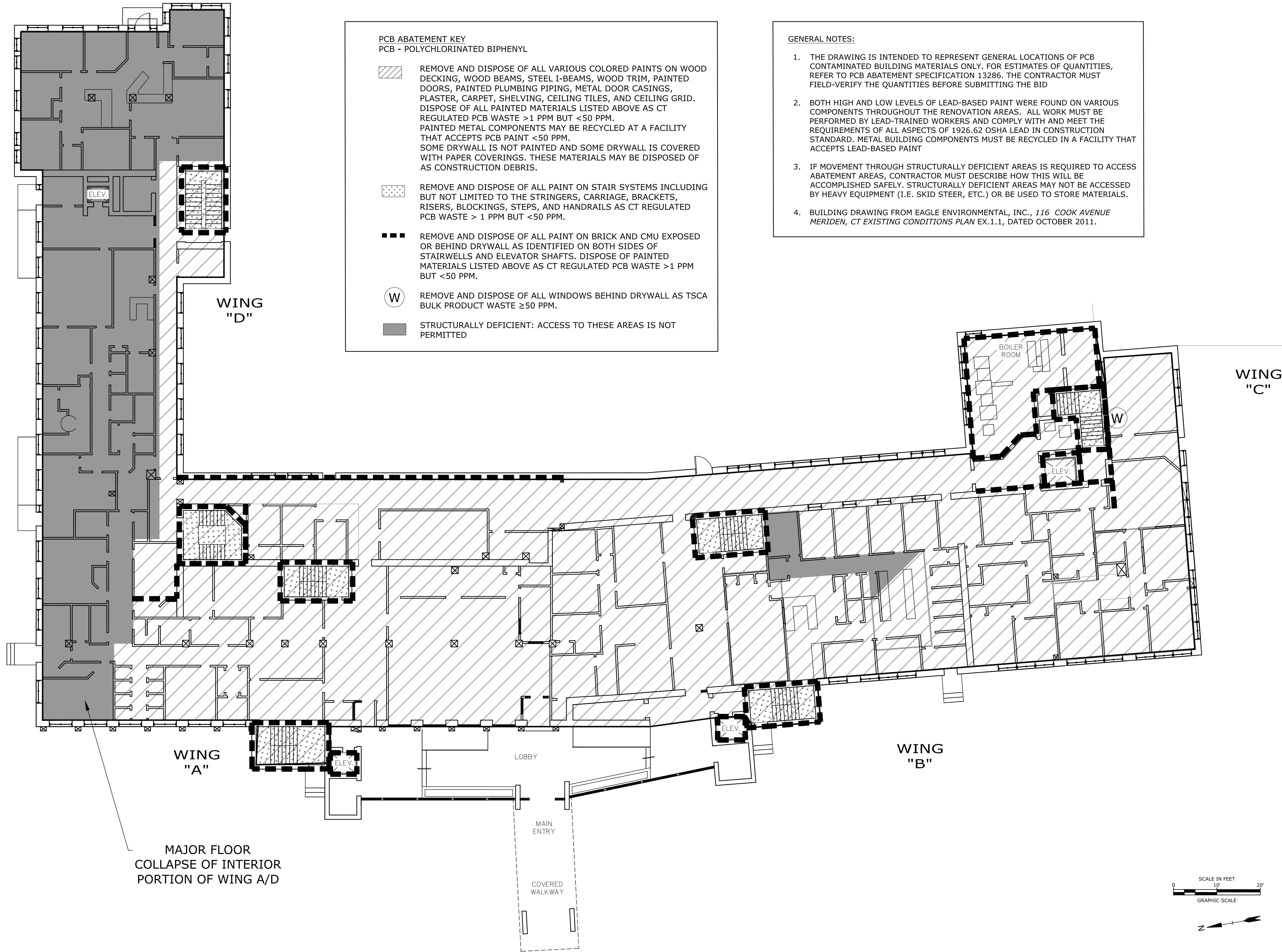
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CHECKED BY:	JTW	
APPROVED BY:	JTO	

FOURTH FLOOR

SCALE: 1" = 10'

HM-1.4





**PCB ABATEMENT KEY**  
 PCB - POLYCHLORINATED BIPHENYL

- REMOVE AND DISPOSE OF ALL VARIOUS COLORED PAINTS ON WOOD DECKING, WOOD BEAMS, STEEL I-BEAMS, WOOD TRIM, PAINTED DOORS, PAINTED PLUMBING PIPING, METAL DOOR CASINGS, PLASTER, CARPET, SHELVING, CEILING TILES, AND CEILING GRID. DISPOSE OF ALL PAINTED MATERIALS LISTED ABOVE AS CT REGULATED PCB WASTE >1 PPM BUT <50 PPM. PAINTED METAL COMPONENTS MAY BE RECYCLED AT A FACILITY THAT ACCEPTS PCB PAINT <50 PPM. SOME DRYWALL IS NOT PAINTED AND SOME DRYWALL IS COVERED WITH PAPER COVERINGS. THESE MATERIALS MAY BE DISPOSED OF AS CONSTRUCTION DEBRIS.
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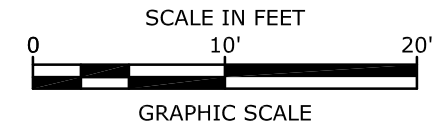
**PCB AND LEAD BASED PAINT CONTAMINATED BUILDING MATERIALS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

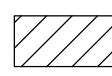
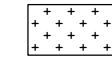



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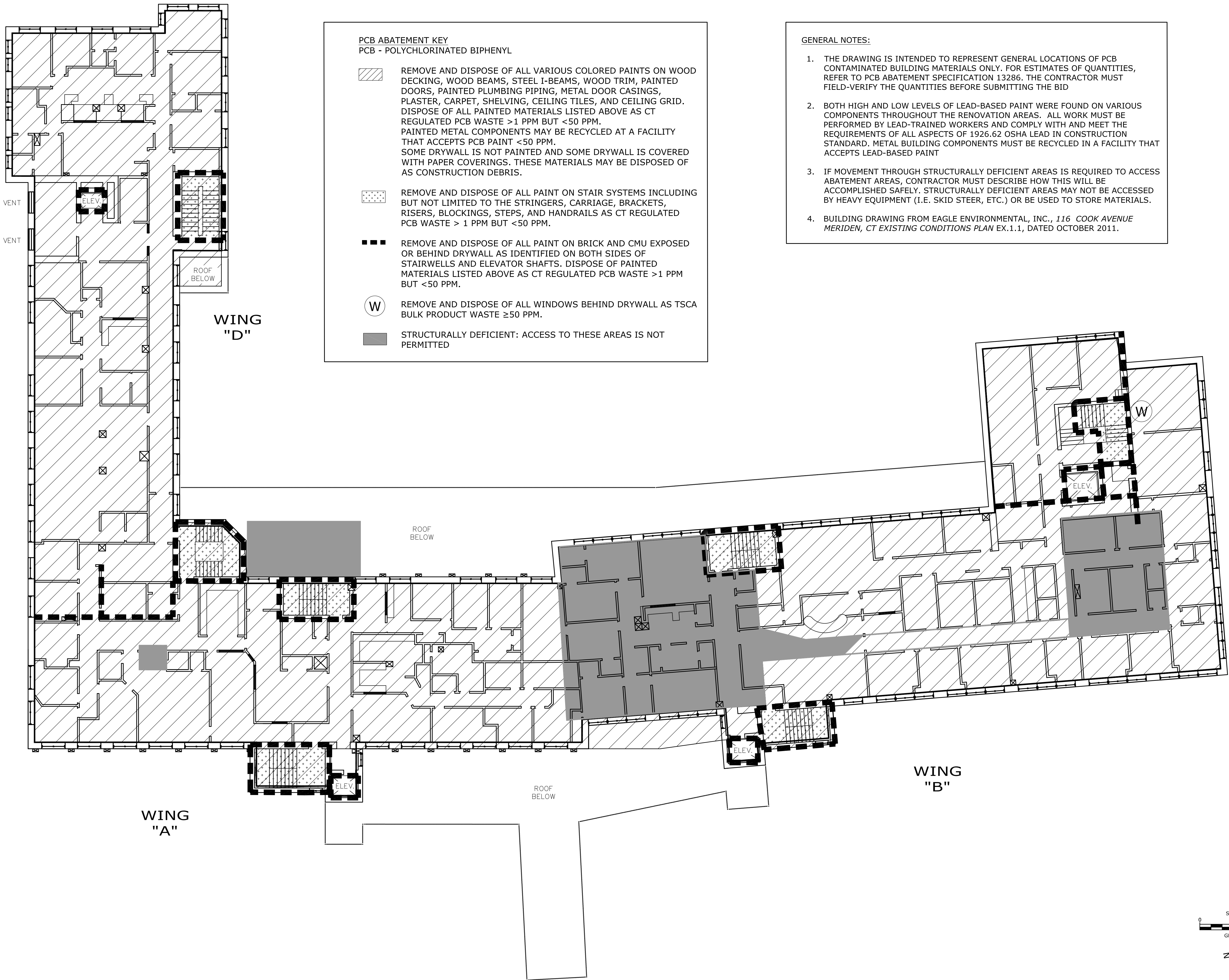
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-  REMOVE AND DISPOSE OF ALL VARIOUS COLORED PAINTS ON WOOD DECKING, WOOD BEAMS, STEEL I-BEAMS, WOOD TRIM, PAINTED DOORS, PAINTED PLUMBING PIPING, METAL DOOR CASINGS, PLASTER, CARPET, SHELVING, CEILING TILES, AND CEILING GRID. DISPOSE OF ALL PAINTED MATERIALS LISTED ABOVE AS CT REGULATED PCB WASTE >1 PPM BUT <50 PPM. PAINTED METAL COMPONENTS MAY BE RECYCLED AT A FACILITY THAT ACCEPTS PCB PAINT <50 PPM. SOME DRYWALL IS NOT PAINTED AND SOME DRYWALL IS COVERED WITH PAPER COVERINGS. THESE MATERIALS MAY BE DISPOSED OF AS CONSTRUCTION DEBRIS.
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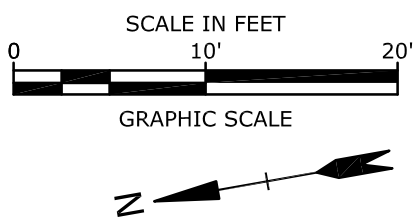
**PCB AND LEAD BASED PAINT CONTAMINATED BUILDING MATERIALS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

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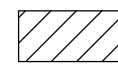
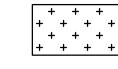



SECOND FLOOR

SCALE: 1" = 10'

HM-2.2

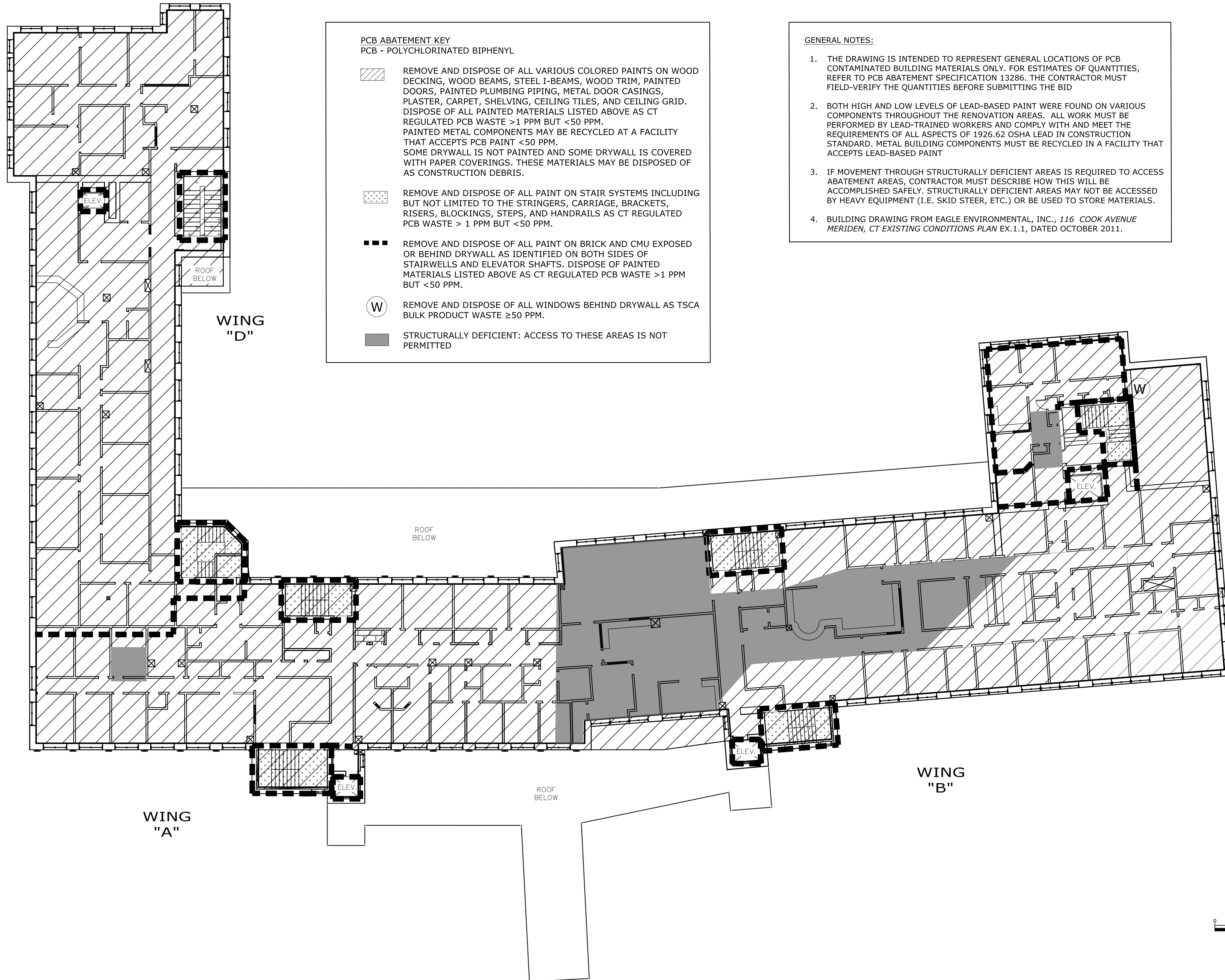
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CITY OF MERIDEN

MERIDEN, CONNECTICUT

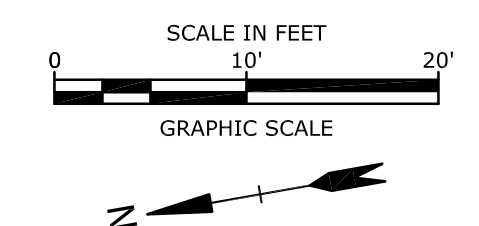
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APPROVED:	JTO

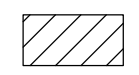
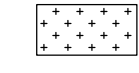



THIRD FLOOR

SCALE: 1" = 10'

HM-2.3

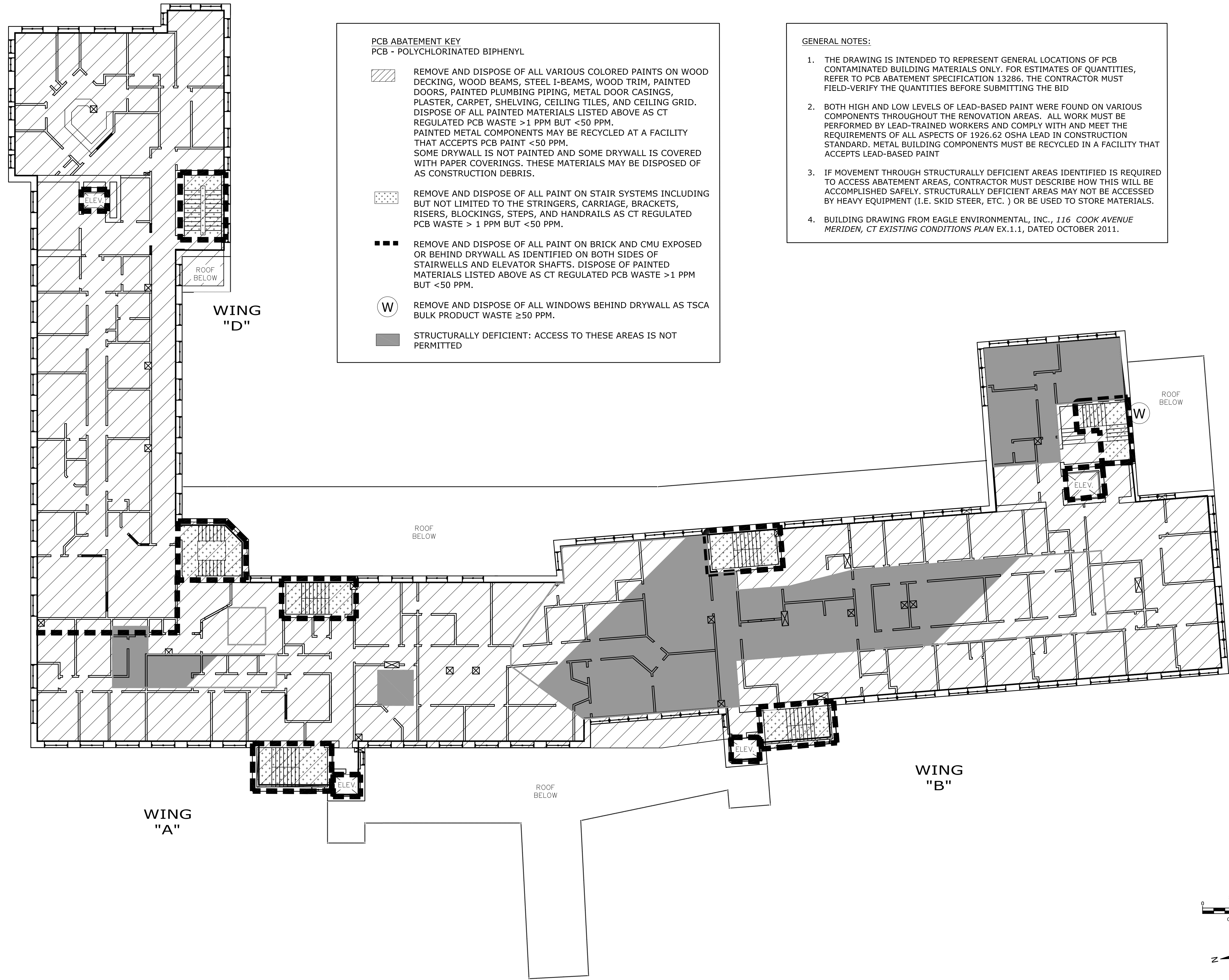


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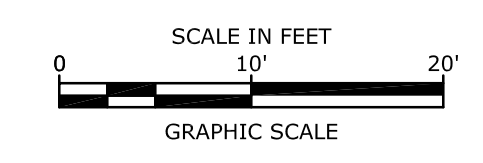
CITY OF MERIDEN

MERIDEN, CONNECTICUT

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DRAWN BY: JLL  
CHECKED: JTW  
APPROVED: JTO

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SCALE: 1" = 10"  
**HM-2.4**



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Meriden, Connecticut 06457



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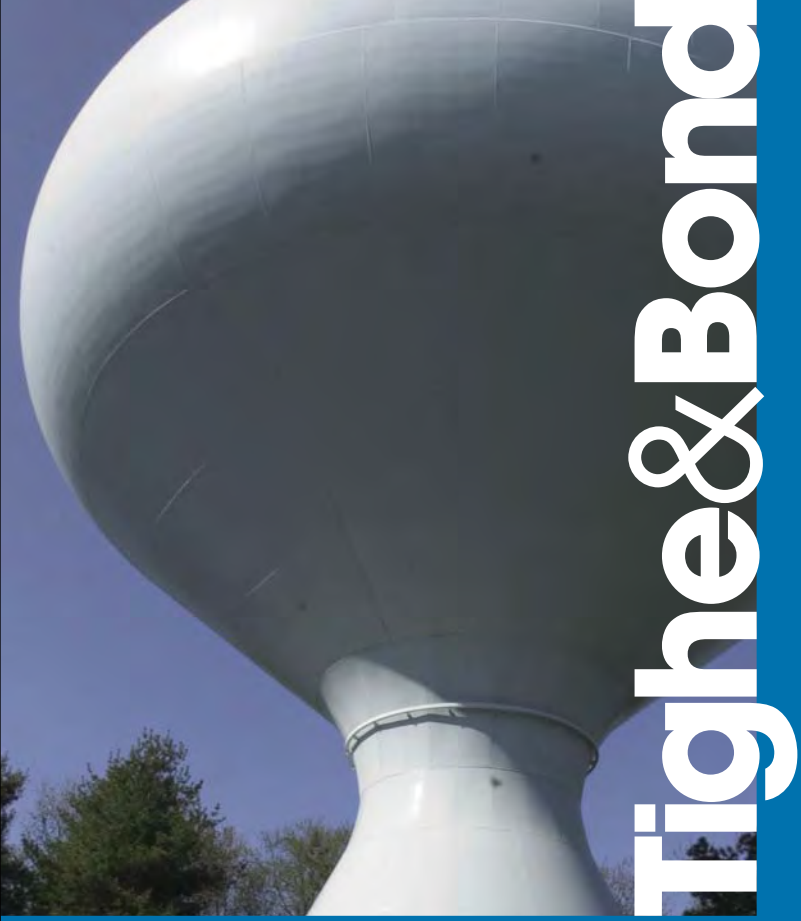








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# Tighe & Bond

**Hazardous Materials Survey Report**  
City of Meriden  
116 Cook Avenue  
Meriden, Connecticut

**Fuss & O'Neill, Inc.**  
Manchester, CT

December 6, 2011



**FUSS & O'NEILL**  
*Disciplines to Deliver*

Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040



**FUSS & O'NEILL**  
EnviroScience, LLC

*Disciplines to Deliver*

December 6, 2011

Mr. David Hurley, LEP, PG  
Fuss & O'Neill, Inc.  
146 Hartford Road  
Manchester, CT 06040

**RE: Hazardous Materials Survey**  
**116 Cook Avenue, Meriden, CT**  
Fuss & O'Neill EnviroScience Project No. 20110331.A1E Task: 1

Dear Mr. Hurley:

Enclosed is the report for the hazardous materials survey performed at 116 Cook Avenue in Meriden, Connecticut.

The property located at 116 Cook Avenue in Meriden, CT is the selected site for a proposed residential property.

This survey was performed on June 13, and 16, 2011 by Fuss & O'Neill EnviroScience, LLC licensed inspectors and included an asbestos inspection, screening for lead-based paint, and an assessment of PCB-containing ballasts and possible mercury hazards.

During the inspection mold was observed throughout the property.

The information summarized in this document is for the above-mentioned materials only. It does not include information on other hazardous materials that may exist in the property (such as underground storage tanks).

If you have any questions regarding the contents of this report, please do not hesitate to contact me at (860) 646-2469, extension 5570. Thank you for this opportunity to have served your environmental needs.

146 Hartford Road  
Manchester, CT  
06040

t (860) 646-2469  
F (860) 533-5143

www.FandO.com

Connecticut  
Massachusetts  
New York  
Rhode Island  
South Carolina

Sincerely,

Carlos Texidor  
Senior Scientist

CT/kr

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- APPENDIX B - LEAD PAINT TESTING PROCEDURES AND EQUIPMENT
- APPENDIX C - LEAD TESTING FIELD DATA SHEETS
- APPENDIX D - LEAD TOXIC CHARACTERISTIC LEACHING PROCEDURE RESULTS

# 1 Introduction

On June 16 and 17, 2011, Fuss & O'Neill EnviroScience, LLC (EnviroScience) Environmental Consultant Eduardo Marques, a State of Connecticut Licensed Asbestos and Certified Lead Paint Inspector, performed a hazardous materials survey of the building which is slated for renovations.

# 2 Asbestos Inspection

Suspect ACM were sampled. Materials that were sampled were analyzed by Polarized Light Microscopy (PLM). If suspect ACM was not sampled, it was assumed to contain asbestos.

## 2.1 Results

Utilizing the USEPA protocol and criteria, the following materials were determined to be ACM:

**TABLE 1**

LOCATION	MATERIAL TYPE	% ASBESTOS	ESTIMATED QUANTITY	SAMPLE ID
Roof Entry Corridor	Black Parapet Flashing	20% Chrysotile	565 SF	0616EMM-03A
Roof Entry Corridor	Black Perimeter Flashing	15% Chrysotile	96 LF	0616EMM-04A
Roof Entry Corridor	Black Caulk Parapet	15% Chrysotile	210 SF	0616EMM-05A
Roof Side A Wing- Stairway-Lower Roof	Black Flashing/Parapet	15% Chrysotile	175 SF	0616EMM-08A
Roof Side B/C Wing	Black Roof Decking	5% Chrysotile	7,758 SF	0616EMM-11A
Roof Side B/C Wing	Black Perimeter Flashing	5% Chrysotile	925 LF	0616EMM-12A
Roof Side B/C Wing	Black Penetration Flashing	7% Chrysotile	125 SF	0616EMM-13A
Roof Side A Wing	Black Roof Decking	10% Chrysotile	5,600 SF	0616EMM-15A
Roof Side A Wing	Black Penetration Flashing	6% Chrysotile	110 SF	0616EMM-16A
Roof Side A Wing- Upper Section	Black Flashing	9% Chrysotile	100 SF	0616EMM-17
Roof Side D Wing	Black Flashing	5% Chrysotile	4,964 SF	0616EMM-20
(2) Second Floor Rear Roof	Black Parapet Flashing- Upper	5% Chrysotile	3,156 SF	0616EMM-23A
(2) Second Floor Rear Roof	Black Roof BTN Layer	9% Chrysotile	1,832 SF	0616EMM-26
Exterior Entry Soffit	White/Gray Transite	20% Chrysotile	450 SF	0613EMM-01A
Exterior Entry Corridor	Perimeter Gray Window Caulking	3% Chrysotile	130 LF	0613EMM-11A
Exterior Wing B/C	Perimeter Grey Window/Sill Caulking	3% Anthophyllite 2% Chrysotile	100 LF	0613EMM-12A
Main Entrance Lobby	Interior Gray Door Caulk/Glass Door Frame	1.25% Anthophyllite	20 LF	0613EMM-18
Side D Wing Tunnel	White Pipe Insulation	40% Chrysotile	500 LF	0613EMM-19A
Side B/C Wing (1) First Floor - Fourth Floor	Pink Sink Undercoating	5% Chrysotile	31 sinks	0613EMM-34A
	Black sink Undercoating	2% Chrysotile		0613EMM-35A

LOCATION	MATERIAL TYPE	% ASBESTOS	ESTIMATED QUANTITY	SAMPLE ID
Side B Wing-(2) Second Floor	Green Little Square Floor Linoleum	15% Chrysotile	200 SF	0613EMM-39A
Side B Wing-(2) Second Floor	Tan/Yellow little Square Floor Linoleum	12% Chrysotile	180 SF	0613EMM-42A
Side B Wing-(2) Second Floor-Bathroom	Brown Floor Wood Design Linoleum	15% Chrysotile	20 SF	0613EMM-43
Side B/C Wing (1) First Floor (3 rooms)	Yellow Floor Linoleum	15% Chrysotile	250 SF	0613EMM-46A
Side A/D Wing X-Ray Rooms and adjoining rooms	White/Tan Bottom Layer Flooring	4% Chrysotile 4% Chrysotile	1,900 SF	0613EMM-48A, 0613EMM-70A
Side A Wing-(4) Fourth Floor-Bathroom	Tan Floor Linoleum	18% Chrysotile	35 SF	0613EMM-51
Side A Wing-(4) Fourth Floor (2 rooms)	Grey/Blue Stone Floor Pattern Linoleum	12% Chrysotile	150 SF	0613EMM-52A
Side A Wing-(1) First Floor-Rear Center Room, Corridor adj. boiler room - under carpet, Third Floor - adj. stairway, 2 rooms in B Wing, , Fourth Floor- 3 rooms B Wing	Tan 12" x 12" Floor Tile With pink/brown streaks	12% Chrysotile	1,600 SF	0613EMM-54A
	White Floor Tile	5% Chrysotile		0613EMM-87A
Side A wing Room A 301 (2 adjoining rooms)	Tan/Yellow 12" x 12" Floor Tile	1.25% Chrysotile	70 SF	0613EMM-62A
(3) Third Floor Room 304 and adjoining rooms	Black Paper/Mastic under Tan 12" x 12" Floor Tile	5% Chrysotile	1,300 SF	0613EMM-82A
(3) Third Floor Room A-302 and adjoining rooms	Black/Red Mastic under 12" x 12" Beige Floor tile	5% Chrysotile		0613EMM-84A
Side D Wing X-Ray Room (1) One	Yellow Wall Panel Glue	4% Chrysotile	400 SF	0613EMM-116
(1) First Floor at Sign Corridor at left Entrance	Black Wall Panel Glue	5% Chrysotile	1 SF	0613EMM-118
Boiler Room	Gray Breeching Insulation	60% Chrysotile	200 SF	1128EMM-03A
Boiler Room	Interior boiler components	Assumed	All	N/A

Utilizing the USEPA protocol and criteria, the following materials were determined to be non-ACM:

**TABLE 2**

LOCATION	MATERIAL TYPE	SAMPLE ID
Roof Entry Corridor	Brown/Black Top Layer-Roof	0616EMM-01A,B
Roof Entry Corridor	Brown/ Black BTM Layer-Roof	0616EMM-02A,B

LOCATION	MATERIAL TYPE	SAMPLE ID
Roof Entry Corridor	White Caulk Parapet-Roof	0616EMM-06A,06B
Roof Side A Wing- Stairway-Lower Roof	Black Roof Decking	0616EMM-07A,B
Roof Side A Wing- Stairway-Lower Roof	Grey Caulk Sealant on Brick & Metal Covering	0616EMM-09,10
Roof Side A Wing	Brown/Tan Top Layer adhesive associated with Rubber Membrane	0616EMM-14A
Roof Side A Wing	Yellow Top Layer adhesive associated with Rubber Membrane	0616EMM-14B
Roof Side D Wing	Black/Silver Roof Decking	0616EMM-18A
Rear Second Floor-Upper Roof	Black Roof Decking	0616EMM-18B
Roof Side A Wing	Black/Silver Parapet Flashing Upper	0616EMM-22
Rear Second Floor-Upper Roof	Black Flashing Caulk on Brick	0616EMM-24A
Roof Side D Wing	Black Flashing Caulk on Brick	0616EMM-24B
Rear Second Floor-Upper Roof	Black Roof Decking-Top Layer	0616EMM-25
Exterior Wing A/D	Exterior Brown Window Caulk	0613EMM-02A,B
Exterior Wing A/D	Exterior Brown Door Caulk	0613EMM-03
Exterior Wing A/D	Exterior Brown Vent Caulk	0613EMM-04
Exterior Wing B/C	Exterior Brown Window Caulk	0613EMM-05A,B
Exterior Wing B/C	Exterior Brown Window Glaze	0613EMM-06
Exterior Wing B/C	Exterior Brown Door Caulk	0613EMM-07
Exterior Wing B/C	Exterior Brown Vent Caulk	0613EMM-08
Main Entrance Lobby	Exterior Metal Door Brown Caulk	0613EMM-09
Entry Corridor	Exterior Brown Window Glaze	0613EMM-10
Stairway Addition	Exterior Gray Window Caulk	0613EMM-14A,B
Entry Corridor	Exterior Glues Associated with Metal Soffit	0613EMM-15A,B
Side A/D Wing	Brown Fire Door Insulation/Paper	0613EMM-15A,B,C
B-402, Room 301 (Throughout)	Brown Vapor Barrier Under Wood Floor	0613EMM-16A,B,C
Side B/C Wing-Rear Storage Room	Gray Interior Glaze Block Caulking	0613EMM-17
Side B/C Wing	Tan/White Mudded Pipe Fitting Insulation	0613EMM-20A,B,C
Side Wing A 1 <sup>st</sup> Floor Entrance Corridor	Tan/White Mudded Pipe Fitting Insulation	0613EMM-21A,B,C
Throughout Building	White Fiberglass Pipe Covering	0613EMM-22A,B,C
Throughout Building	Brown Fiberglass Duct Covering	0613EMM-23A,B
Side Wing B/C Throughout 1 <sup>st</sup> Floor Private Room	Yellow Paper Backing Adhesive	0613EMM-24A,B
Side Wing B/C Throughout	Brown Formica Countertop Glue	0613EMM-25
First Floor Front New Offices	White Textured Paint On Column	0613EMM-26A,B,C
First Floor Original Building	White Sheetrock Joint Compound Composite	0613EMM-27A
Side D Wing Second Floor Original Building	White Sheetrock Joint Compound Composite	0613EMM-27B,C
Side D Wing Second Floor Original Building	White Sheetrock Joint Compound	0613EMM-28A
Side D Wing First Floor Original Building	White Sheetrock Joint Compound	0613EMM-28B

LOCATION	MATERIAL TYPE	SAMPLE ID
Side B/C Wing	White Sheetrock Joint Compound Composite	0613EMM-29A,B,C
Side B/C Wing	White Joint Compound	0613EMM-30A,B
Room A-203	White Fire Door Frame Insulation	0613EMM-31A,B
Side D Wing Room 106	White Sink Undercoating	0613EMM-32A
Side D Wing X-Ray Room (3) Three	White Sink Undercoating	0613EMM-32B
Side B/C Wing Front Office	White Sink Undercoating	0613EMM-33
Side B Wing 4 <sup>th</sup> Floor	Black Sink Undercoating	0613EMM-35B
Main Corridor	White Textured 2'x2' Ceiling Tile	0613EMM-36A,B
First Floor Center Offices	Gray/White 2'x4' Ceiling Tile	0613EMM-37A,B
Side D Wing Room 209	Gray/White 2'x2' Ceiling Tile-Pin-Hole	0613EMM-38A
Side B Wing M/D Second Floor	Gray 2'x2' Ceiling Tile-Pin-Hole	0613EMM-38B
Side B Wing Second Floor	Green Plain Pattern Floor Linoleum	0613EMM-40A,B
Side B Wing Second Floor	Yellow Plain Pattern Floor Linoleum	0613EMM-41A,B
First Floor Front Right Offices Bathroom	Tan Floor Linoleum	0613EMM-44
First Floor X-Ray Four Bathroom	Tan Floor Linoleum	0613EMM-45
First Floor Front Right Offices	Yellow Floor Linoleum	0613EMM-46A
First Floor Dr. Kaplan Office	Yellow Floor Linoleum	0613EMM-46B
Side D Wing X-Ray Room Two-Top Layer	Stone Pattern Floor Linoleum	0613EMM-47A,B
Side D Wing X-Ray Room One-Bottom Layer	Yellow Mastic under White Flooring	0613EMM-49A,B
D-302 Areas-Top Layer	Tan Floor Linoleum	0613EMM-50A,B
Side A Wing First Floor Front Room	Black Mastic associated with appliances on Floor	0613EMM-53A,B
Side A Wing First Floor Rear Center Room	Tan with Pink/Brown Streaks 12'x12' floor Tile	0613EMM-54A
Side C Wing-Corridor/Elevator	Tan with Pink/Brown Streaks 12'x12' Floor Tile	0613EMM-54B
Side A Wing (1) First Floor Rear Center Room	Brown/Yellow Mastic associated with above Tan with Pink/Brown Streaks 12'x12' Floor Tile	0613EMM-55A,B
Side D Wing Fourth Floor	Blue/Peach 12'x12' Floor Tile	0613EMM-56A
Side D Wing Fourth Floor-Room 407	Blue/Peach 12'x12' Floor Tile	0613EMM-56B
Side D Wing Fourth Floor-Room 407	Black Mastic associated with above Blue/Peach 12'x12' Floor Tile	0613EMM-57A,B
Room 203 Bathroom	Red 12'x12' Floor Tile	0613EMM-58A,B
Room 203 Bathroom	Yellow Mastic associated with above Red 12'x12' Floor Tile	0613EMM-59A,B
Front Room Bath	Green 12" x 12" Floor Tile	0613EMM-60A,B
Front Room Bath	Yellow Mastic under Green 12" x 12" Floor Tile	0613EMM-61A,B
Room A301	Black Mastic under Sample 0613EMM-62A	0613EMM-63A,B
Side B Wing	Tan 12" x 12"	0613EMM-64A,B
Side B Wing-2 <sup>nd</sup> Floor	Yellow Mastic	0613EMM-65A,B
Side D Wing X-Ray Room Four	12" x 12" White/Gray Floor Tile-Top Layer	0613EMM-66A,B

LOCATION	MATERIAL TYPE	SAMPLE ID
Side D Wing X-Ray Room Four	Yellow Mastic-Top Layer	0613EMM-67A,B
Side D Wing X-Ray Room One	12" x 12" White Floor Tile-Top Layer	0613EMM-68A,B
Side D Wing X-Ray Room One	Yellow Mastic-Top Layer associated with "12" x 12"" Floor Tile	0613EMM-69A,B
Side D Wing X-Ray Room One	Yellow Mastic-Bottom Layer	0613EMM-71A,B
Side D Wing X-Ray Room Two	White BTM Flooring	0613EMM-72
Side D Wing X-Ray Room Two	White BTM/Mastic	0613EMM-73
Side A Wing-2 <sup>nd</sup> Floor	Gray 12" x 12" Floor Tile	0613EMM-74A,B
Side A Wing-2 <sup>nd</sup> Floor	Yellow Mastic associated with Gray 12" x 12" floor Tile	0613EMM-75A,B
Second Floor-Mid-State Suite	Gray Flooring-Top Layer	0613EMM-76A,B
Second Floor-Mid-State Suite	White Flooring-Bottom Layer	0613EMM-77A,B
Second Floor-Mid-State Suite	Yellow/Brown Mastic	0613EMM-78A,B
Side A Wing Adjacent to Side D Wing Third Floor	Tan/Brown 12"x12' Floor Tile	0613EMM-79A,B
Side A Wing Adjacent to Side D Wing Third Floor	Black Mastic	0613EMM-80A,B
Third Floor-304	Tan 12" x 12" Floor Tile	0613EMM-81A,B
Third Floor-304	Black Paper Mastic associated with sample 0613EMM-81A,B	0613EMM-82A,B
A-302	Beige 12" x 12" Floor Tile	0613EMM-83A,B
D-302	Tan Flooring	0613EMM-85A,B
D-302	Yellow Mastic	0613EMM-86-A,B
Side C Wing Third Floor-Stair	Yellow Mastic	0613EMM-88A,B
JC- Closets Adjacent-402	12" x 12" Grey Tile	0613EMM-89
JC- Closets Adjacent-402	Yellow Mastic	0613EMM-90
B-403	12" x 12" Beige/Tan Floor Tile	0613EMM-91A,B
B-403	Yellow Mastic	0613EMM-92A,B
Across A-400	12" x 12" White Color Streak Tiles	0613EMM-93
Across A-400	Yellow Mastic	0613EMM-94
Side D Wing	Cement Flooring under Carpet	0613EMM-95A,B
Side D Wing-D106	White Leveler Flooring under Carpet	0613EMM-96A,B
First Floor-Front Room	Gray Leveler	0613EMM-97
First Floor-Under Original Carpet	Gray Leveler	0613EMM-98
First Floor-Front Room	12" x 12" White/Black Tile	0613EMM-99A,B
First Floor-Front Room	Brown Mastic	0613EMM-100A,B
First Floor Center Office Storage Cube	Tan 12" x 12" Floor Tile	0613EMM-101A,B
First Floor Center Office Storage Cube	Black Mastic	0613EMM-102A,B
First Floor Center Office Storage Cube	Beige 12"x12" Floor Tile	0613EMM-103A
Side D Wing First Floor Offices	Off White 12" x 12" Floor Tile	0613EMM-104A
Side D Wing First Floor Offices	Grey/White 12" x 12" Floor Tile	0613EMM-106
Front Custodial Closet	Black Mastic	0613EMM-107
Front Custodial Closet	Beige/Off White 12" x 12" Floor Tile	0613EMM-108
First Floor-rear Center Offices	Yellow Mastic	0613EMM-103B
First Floor-rear Center Offices	Yellow Mastic	0613EMM-104B



LOCATION	MATERIAL TYPE	SAMPLE ID
Side D-Wing Caved-In Floor	Black Mastic	0613EMM-105
Side D-Wing Caved-In Floor	White 12" x 12" Floor Tile	0613EMM-106
Side D-Wing Adjacent to Mechanical Room	Blue 12" x 12" Floor Tile	0613EMM-107
Side D-Wing Adjacent to Mechanical Room	Black Mastic	0613EMM-108
D-408 Bath Room	Gray/White Ceramic Floor Grout	0613EMM-109A
Lobby Entrance	Gray/White Ceramic Floor Grout	0613EMM-109B
Side D Wing Men's Bathroom	Yellow Ceramic Adhesive	0613EMM-110A
Original Wing	Yellow Ceramic Adhesive	0613EMM-110B
First Floor-Original	Brown/Black Paper/Adhesive Ceramic Floor Backing	0613EMM-111A,B
First Floor-Original	White Ceramic Floor Grout	0613EMM-112A,B
First Floor-Business Office	Brown Carpet Glue	0613EMM-113A
Side D Wing- Fourth Floor	Cove-Base Brown Carpet Glue	0613EMM-113B
First Floor Front Room	Yellow Wall Panel Glue	0613EMM-114,A,B
Change Room One-Eight	Brown Wall Panel Glue	0613EMM-115
Side A Wing First Floor	Brown Wall Panel Glue	0613EMM-117
Side C Wing	Black Cove-base	0613EMM-119
Side C Wing	Yellow Cove-base Glue	0613EMM-120
First Floor Front Room	6" Black Cove-base	0613EMM-121
First Floor Front Room	White Cove-base Glue	0613EMM-122
First Floor Rear Center	Tan 4" Cove-base Glue	0613EMM-123
First Floor Rear Center	Brown Cove-base Glue	0613EMM-124
First Floor New Center Office	Red Cove-base Glue	0613EMM-125
First Floor New Center Office	Yellow Cove-base Glue	0613EMM-126
Side D Wing D-407	Pink 4" Cove-base	0613EMM-127
Side D Wing D-407	Yellow Cove-base Glue	0613EMM-128
Side D Wing-Second Floor	Tan Cove-base Glue	0613EMM-129
Side B Wing Second Floor	Dark Pink Cove-base	0613EMM-130
Side B Wing Second Floor	White Cove-base Glue	0613EMM-131
Side D Wing Storage Adjacent to Bathroom	Mauve Cove-base	0613EMM-132
Side D Wing Storage Adjacent to Bathroom	Yellow Cove-base Glue	0613EMM-133
Third Floor Room B-304	Dark --Red Cove-base Glue	0613EMM-134
Third Floor Room B-304	Yellow Cove-base Glue	0613EMM-135
Fourth Floor Room D-407	Blue Cove-base	0613EMM-136
Fourth Floor Room D-407	Yellow Cove-base Glue	0613EMM-137
Original Building	White 6" Cove-base	0613EMM-138
Original Building	White Cove-base Glue	0613EMM-139
Room X-Ray	White Cove-base	0613EMM-140
Third Floor Room D-302	Off White Cove-base	0613EMM-141
First Floor Front Right Office	Tan 4" Cove-base	0613EMM-142
First Floor Front Right Office	White Cove-base Glue	0613EMM-143
Room D-106	Grey Cove-base	0613EMM-144
Room D-106	Yellow Cove-base Glue	0613EMM-145

LOCATION	MATERIAL TYPE	SAMPLE ID
Room A2-3	Brown 4" Cove-base	0613EMM-146
Room A2-3	Tan Cove-base Glue	0613EMM-147
Third Floor Room 301	Brown 6" Cove-base	0613EMM-148
Third Floor Room 301	Brown Cove-base Glue	0613EMM-149
Fourth Floor Room B-402	Brown 4" Cove-base	0613EMM-150
Fourth Floor Room B-402	Brown Cove-base Glue	0613EMM-151
Boiler Room	Tan Ceramic Wall Adhesive	1128EMM-01A,B
Boiler Room	Gray Mudded Pipe Fitting Insulation	1128EMM-02A,B,C
Electrical Room and Boiler Room	Tan Ceiling	1128EMM-04C

## 2.2 Discussion

The USEPA defines any material that contains greater than one percent (>1%) asbestos, utilizing PLM, as being an ACM. Materials that are identified as "none detected" are specified as not containing asbestos. At EnviroScience, materials that are identified as containing less than four percent (<4%) asbestos are analyzed further utilizing the "point-counting" technique to verify asbestos content. This policy is supported by USEPA requirements for "point-counting" confirmation of low level PLM results. The following samples were analyzed by point-counting based on initial PLM results of <4% asbestos.

TABLE 3

SAMPLE ID	LOCATION	MATERIAL	% ASBESTOS	VERIFIED ACM
0616EMM-13A	Exterior Window Sill Building Wing B/C	White Perimeter Caulking	0.25% Chrysotile	NO
0616EMM-13B	Exterior Window Sill Building Wing B/C	White Perimeter Caulking	0.25% Chrysotile	NO
0613EMM-18	Main Entrance Lobby	Interior Gray Door Caulk/Glass Door Frame	1.25% Anthophyllite	YES
0613EMM-62A	Room A 301	Tan/Yellow 12" x 12" Floor Tile	1.25% Chrysotile	YES
0613EMM-107	Front Custodial Closet	Gray/White/Black Mastic	0.5% Chrysotile	NO

## 2.3 Conclusion

ACM as identified must be removed by a State of Connecticut Licensed Asbestos Abatement Contractor prior to building demolition/renovation. This is a requirement of the State of Connecticut Department of Public Health (CT DPH) Standards for Asbestos Abatement.

**Any suspect material encountered during renovation/demolition that is not identified in this report as being non-ACM, should be assumed to be ACM unless sample results prove otherwise.**

Please see *Appendix A* for the chain-of-custody and sample results.

### 3 Lead-Based Paint Screening

A lead paint screen was performed at 116 Cook Avenue in Meriden, Connecticut by EnviroScience's Environmental Consultant Eduardo Marques on June 16 and 17, 2011. A direct reading X-ray fluorescence (XRF) analyzer was used to perform the screening. The screen was conducted in accordance with the protocol outlined in the attached document: Testing Procedures and Equipment (*Appendix B*).

For the purpose of this screen, various interior components representing the initial painting history of the building and any building-wide repainting by the owners/managers of these building components were tested. Of course, individual repainting efforts are not discoverable in such a limited testing program. The purpose of this screen was to identify trends in the painting history of the building in order to determine if Toxicity Characteristic Leachate Procedure (TCLP) analysis was required.

The exterior of the building was constructed of brick siding with metal window and door systems. The interior of the building was constructed with a mixture of concrete block, brick, wood, plaster, and sheetrock walls with wood floors. The interior door and window systems were of wood and metal.

#### 3.1 Results

The limited screening indicated consistent painting trends throughout the building interior and exteriors. The following painted components were determined to contain toxic levels of lead by XRF (greater than 1.0 milligrams of lead per square centimeter of paint):

ITEM	LOCATION	READING (MG/CM <sup>2</sup> )
Support Beam-Metal	Side A	1.0
Casing-Metal	Side A	1.1
Wall-Brick	Side D	3.4
Ceiling-Wood	Above Ceiling Tile in D-209	>9.9

The testing results are provided as *Appendix C* in this report.

Due to the frequency of lead paint in most places (ceiling wood), a TCLP was conducted. The lead paint containing metal building components can be recycled along with the other metal components of the building. Lead TCLP results are provided as *Appendix D* in this report.

**Disclaimer:** The information contained in this report concerning the presence or absence of lead paint does not constitute a comprehensive lead inspection under Connecticut regulations, Section 19a-111-1 to 11. The surfaces tested represent only a portion of those surfaces that would be tested to determine whether the premises are in compliance with Connecticut regulations.

The Contractor shall be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. The Contractor shall comply with exposure assessment criteria, interim worker protection, and other requirements of the regulation as necessary to protect workers and building occupants.

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## 3.2 Conclusion

Toxic levels of lead (greater than 1.0 milligrams of lead per square centimeter of paint) were identified on the following components:

Interior of Building:

- Support Beams
- Casing-Metal
- Wall-Brick
- Ceiling-Wood

For purposes of complying with the U.S. Environmental Protection Agency's Renovation, Repair and Painting Rule (RRP) (40 CFR 745.80 through 92) a Comprehensive Lead Inspection of the entire structure or targeted areas scheduled for renovation is necessary to determine if the RRP rule is applicable. A Comprehensive Lead Inspection includes testing representative coated surfaces of each building component in each room or room equivalent for lead-based paint content. Other types of lead surveys, such as lead paint screening and risk assessments, do not include testing all coated surfaces for lead-based paint and typically do not satisfy the lead-based paint testing requirements of the RRP rule. Since the testing performed was not a comprehensive inspection, the testing will not satisfy applicability requirements of the RRP for untested surfaces. Only data for those specific surfaces and locations tested within this limited screening can be utilized to determine applicability requirements for RRP. **Reliance on this report for determining RRP applicability is not authorized by Fuss & O'Neill EnviroScience, LLC.**

Those surfaces which contain lead paint are subject to RRP work practice and training requirements if more than de-minimus amounts are disturbed in renovation or for projects involving window replacement. Those surfaces which do not contain lead paint are not subject to the RRP requirements. If a specific component or surface is not identified as having been tested it should be presumed to contain lead paint unless tested. Contractor's should be aware that the threshold limit of 1.0 mg/cm<sup>2</sup> for purposes of RRP requirements is not recognized by the Occupational Safety and Health Administration (OSHA) and workers exposure's are still subject to lead in construction regulation 29 CFR 1926.62 regardless of paint testing results.

## 4 PCB-Containing Fluorescent Ballasts and Mercury-Containing Lamps

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### 4.1 PCB-Containing Fluorescent Ballasts

On June 16 and 17, 2011, EnviroScience representative Eduardo Marques performed an inspection of representative fluorescent light fixtures to identify possible PCB-containing ballasts.

Typical ballasts were examined in-place on their fixtures for evidence of "No PCB" labels or for manufacturer's information that could be used to determine the PCB content. If neither of the

above methods could be used to determine the existence of PCBs, the ballasts were assumed to contain PCBs.

#### 4.1.1 Results

The following ballasts were observed:

LOCATION	TYPE	PCBs Yes/No
D-408	Advance Cat. No. RS-2540-1-TP	No
4 <sup>th</sup> floor – Side A wing	Advance Cat. No. VQM-2540-TP	No
3 <sup>rd</sup> Floor – Side D wing	Universal Cat. No. 446-LR-TC-P	No
3 <sup>rd</sup> floor – 306	Universal Cat. No. 446-LR-TC-P	No
1 <sup>st</sup> floor	Advance Cat. No. V-2540-1-TP	No
Entrance lobby	Universal Cat. No. 443-L-SLH-TC-P	No

The following ballasts were quantified in the following locations:

LOCATION	ESTIMATED QUANTITY
1 <sup>st</sup> floor	195
2 <sup>nd</sup> – 4 <sup>th</sup> floor, Side D wing	64 per floor = 192
2 <sup>nd</sup> – 4 <sup>th</sup> floor, Side A wing	40 per floor = 120
2 <sup>nd</sup> – 4 <sup>th</sup> floor Side B/C wing	200 per floor = 600
<b>TOTAL:</b>	<b>1,107</b>

#### 4.1.2 Recommendation

Nearly all fluorescent light ballasts manufactured prior to 1979 contain capacitors that contain PCBs. 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 analytical testing.

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. 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 land filling DEHP ballasts.

### 4.2 Mercury-Containing Lamps

On June 16 and 17, 2011, EnviroScience representative Eduardo Marques performed an inventory of mercury lamps, thermometers, and mercury switches. These fixtures were inventoried in-place.

## 4.2.1 Results

The following mercury-containing thermometers were identified:

LOCATION	ESTIMATED QUANTITY
1 <sup>st</sup> floor	7
2 <sup>nd</sup> floor	28
3 <sup>rd</sup> floor	26
4 <sup>th</sup> floor	10
<b>TOTAL:</b>	<b>71</b>

The following areas have fluorescent lamps:

LOCATION	ESTIMATED QUANTITY
1 <sup>st</sup> floor	390
2 <sup>nd</sup> - 4 <sup>th</sup> floor, Side D wing	192 per floor = 576
2 <sup>nd</sup> - 4 <sup>th</sup> floor, Side A wing	120 per floor = 360
2 <sup>nd</sup> - 4 <sup>th</sup> floor, Side B/C wing	600 per floor = 1,800
<b>TOTAL:</b>	<b>3,126</b>

## 5 Waste Characterization for Lead

On November 28, 2011, EnviroScience's representative Eduardo Marques collected representative samples of various materials containing lead paint from 116 Cook Avenue in Meriden, Connecticut based on proposed demolition activities. Material substrates such as wood, asphalt roofing, and sheetrock were segregated in accordance with previous lead paint screening data and a representative sample was collected of the individual substrate/surfaces for analysis by TCLP-Lead.

The samples collected were analyzed by Connecticut Testing Laboratories of Meriden, CT which is a certified laboratory in Connecticut. The sample was analyzed for TCLP-Lead only by method SW-846.

### 5.1 Results

In total, one sample representing total waste stream was collected and analyzed by the laboratory. The Resource Conservation and Recovery Act (RCRA) defines toxic concentrations for lead which is commonly found in paint to be greater than 5.0 milligrams per liter (mg/L), or parts per million (ppm).

**TABLE 8**  
Waste Characterization Analysis TCLP-Lead

SAMPLED LOCATION	MATERIAL TYPE	SAMPLE NO.	RESULT (mg/L)
116 Cook Avenue, Meriden CT- Wings A & D	TCLP Composite	1128EMM-01	0.007
116 Cook Avenue, Meriden CT Wings B & C	TCLP Composite	1128EMM-02	0.013

The two TCLP samples taken were not above the regulatory standard of 5 mg/L. The represented building structure can be disposed of as general construction waste, and the metal containing lead based paint can be recycled (If applicable).

## 6 Estimated Cost of Remediation

The estimated cost of abating for renovation purposes all ACM listed below was determined using unit prices currently associated with industry standards. Costs were then adjusted using job cost multipliers to account for specific job conditions. **This is an estimate only and is solely intended to assist the client for budgetary purposes, and does not include demolition costs.** Actual cost will vary inversely with the size of the project and will depend on market condition. The estimated removal costs are as follows:


LOCATION	MATERIAL	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Roof Entry Corridor	Black Parapet Flashing	565 SF	\$8.00/SF	\$4,520.00
Roof Entry Corridor	Black Perimeter Flashing	96 LF	\$8.00/SF	\$768.00
Roof Entry Corridor	Black Caulk Parapet	210 SF	\$8.00/SF	\$1,680.00
Roof Side A Wing-Stairway-Lower Roof	Black Flashing/Parapet	175 SF	\$8.00/SF	\$1,400.00
Roof Side B/C Wing	Black Roof Decking	7,758 SF	\$9.00/SF	\$69,822.00
Roof Side B/C Wing	Black Perimeter Flashing	925 LF	\$8.00/SF	\$7,400.00
Roof Side B/C Wing	Black Penetration Flashing	125 SF	\$8.00/SF	\$1,000.00
Roof Side A Wing	Black Roof Decking	5,600 SF	\$9.00/SF	\$50,400.00
Roof Side A Wing	Black Penetration Flashing	110 SF	\$8.00/SF	\$880.00
Roof Side A Wing-Upper Section	Black Flashing	100 SF	\$8.00/SF	\$800.00
Roof Side D Wing	Black Flashing	4,964 SF	\$8.00/SF	\$39,712.00
Second Floor Rear Roof	Black Parapet Flashing-Upper	3,156 SF	\$8.00/SF	\$25,248.00
Second Floor Rear Roof	Black Roof BTN Layer	1,832 SF	\$9.00/SF	\$16,488.00
Exterior Entry Soffit	White/Gray Transite	450 SF	\$11.00 SF	\$4,950.00
Exterior Entry Corridor	Perimeter Gray Window Caulking	130 LF	\$7.00/LF	\$910.00
Exterior Wing B/C	Perimeter Grey Window/Sill Caulking	100 LF	\$10.00/LF	\$1,000.00
Main Entrance Lobby	Interior Gray Door Caulk/Glass Door Frame	20 LF	\$10.00/LF	\$200.00
Side D Wing Tunnel	White Pipe Insulation	500 LF	\$9.00/LF	\$4,500.00
Side B/C Wing First Floor - Fourth Floor	Pink Sink Undercoating	31 sinks	\$7.00 EA	\$217.00
	Black sink Undercoating			
Side B Wing-Second Floor	Green Little Square Floor Linoleum	200 SF	\$7.00/SF	\$1,400.00
Side B Wing-Second Floor	Tan/Yellow little Square Floor Linoleum	180 SF	\$7.00/SF	\$1,260.00

LOCATION	MATERIAL	ESTIMATED QUANTITY	UNIT COST	TOTAL COST
Side B Wing-Second Floor-Bathroom	Brown Floor Wood Design Linoleum	20 SF	\$7.00/SF	\$140.00
Side B/C Wing First Floor (3 rooms)	Yellow Floor Linoleum	250 SF	\$7.00/SF	\$1,750.00
Side A/D Wing X-Ray Rooms and adjoining rooms	White/Tan Bottom Layer Flooring	1,900 SF	\$7.00/SF	\$13,300.00
Side A Wing-Fourth Floor-Bathroom	Tan Floor Linoleum	35 SF	\$7.00/SF	\$245.00
Side A Wing-Fourth Floor (2 rooms)	Grey/Blue Stone Floor Pattern Linoleum	150 SF	\$7.00/SF	\$1,050.00
Side A Wing-First Floor-Rear Center Room, Corridor adj. boiler room - under carpet, Third Floor - adj. stairway, 2 rooms in B Wing, , Fourth Floor-3 rooms B Wing	Tan 12" x 12" Floor Tile With pink/brown streaks	1,600 SF	\$7.00/SF	\$11,200.00
	White Floor Tile			
Side A wing Room A 301 (2 adjoining rooms)	Tan/Yellow 12" x 12" Floor Tile	70 SF	\$7.00/SF	\$490.00
Third Floor Room 304 and adjoining rooms	Black Paper/Mastic under Tan 12" x 12" Floor Tile	1,300 SF	\$9.00/SF	\$11,700.00
Third Floor Room A-302 and adjoining rooms	Black/Red Mastic under 12" x 12" Beige Floor tile			
Side D Wing X-Ray Room One	Yellow Wall Panel Glue	400 SF	\$9.00/SF	\$3,600.00
First Floor at Sign Corridor at left Entrance	Black Wall Panel Glue	1 SF	\$10.00/SF	\$10.00
Boiler Room	Gray Breaching Insulation	200 SF	\$12.00/SF	\$2,400.00
Boiler Room	Interior boiler components	All (1 boiler)	\$1,500/Boiler	\$1,500.00
<b>SUBTOTAL</b>				<b>\$281,940.00</b>
<b>~10% CONTINGENCY</b>				<b>\$28,060.00</b>
<b>TOTAL</b>				<b>\$310,000.00</b>

Report prepared and reviewed by:

  
Carlos Texidor  
Senior Scientist

Reviewed by:

  
Stephen W. Connelly  
Senior Vice President

---

## **Appendix A**

### Asbestos Sample Results and Chain of Custody



FUSS & O'NEILL  
Discipline to Deliver

PREPARED  
BY

DATE

6/7/11

CHECKED  
BY

DATE

PROJECT N

20110331

041116226

SHEET NO  
of

\* Special Instructions to PLM Lab.

Please analyze all glues and mastic associated with all floor tile and cove base first. If any glues or mastic are  $>1\%$ , please do not analyze corresponding floortile or cove base.

(CT)

6/7/2011

ENGL ANALYTICAL LAB



041116226

227

FUSS & O'NEILL  
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Interior

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800.646.2469 Fax: 860.649.1

### SAMPLE LOG FOR ASBESTOS BULKS

Project Name: Fuss & O'Neill, Inc.

Sheet 1 of 1

Building: 116 Cook Avenue, Meriden, CT  
(Wings A, B, C, and D)

Project No. 20110331.AIE

Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-15A	original Bldg. A/Wing	fire door insulation/paper	
-15B	↓	↓	
-15C	↓	↓	
-16A	B-402	vapor barrier under wood floor	
-16B	↓	↓	
-16C	Rm 301	↓	
-17	Rear strg. rm - B/Wing	interior glass block w. caulk	
-18	Entrance lobby	interior door caulk - glass door frame	
-19A	A-Wing tunnel	pipe insulation	
-19B	↓	↓	
-19C	↓	↓	
20A	B/C wing - 1 <sup>st</sup> fl - <sup>new section</sup> center office	fitting insulation	

Analysis Method:  PLM  Other

Turnaround Time 7 days = 1 week

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NT  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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### SAMPLE LOG FOR ASBESTOS BULK

Sheet 2 of 1

Project Name: Fuss & O'Neill, Inc. Project No. 20110331.AIE  
Building: 116 Cook Avenue, Meriden, CT Project Manager: CT  
(Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0613EMM-20B	B/C - Wing	Rocky insulation	
-20C	↓	↓	
-21A	1st fl. - private corridor - A wing	↓	
-21B		↓	
-21C	↓	↓	
-22A	Throughout	Fiberglass pipe covering	
-22B	↓	↓	
-23A	↓	Fiberglass duct covering	
-23B	↓	↓	
-24A	↓	↓	
-24B	1st fl. - private Rm 1st fl. - 1/2 office area	wallpaper backing adhesive	
-25	Throughout	Formica counter top glue	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

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Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

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### SAMPLE LOG FOR ASBESTOS BULK

Sheet 3 of 19

Project Name: Fuss & O'Neill, Inc.

Project No. 20110331.AIE

Building: 116 Cook Avenue, Meriden, CT  
(Wings A, B, C, and D)

Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-26A	1 <sup>st</sup> fl. - front new offices	text. paint on column	
-26B	↓	↓	
-26C	↓	↓	
-27A	1 <sup>st</sup> floor - original bldg.	sheetrock/joint compound	
-27B	2 <sup>nd</sup> fl. - D-wing	(composite)	
-27C	↓	↓	
-28A	2 <sup>nd</sup> fl. - D-wing	Joint compound	
-28B	1 <sup>st</sup> floor - original bldg.	Joint compound	
-29A	C-wing/B wing	Sheetrock/joint compound	
-29B	↓	(composite)	
-29C	↓	↓	
-30A-B	↓	Joint compound	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [    ] [    ] Date: [    ] [    ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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### SAMPLE LOG FOR ASBESTOS BULKS

Project Name: Fuss & O'Neill, Inc.

Sheet 4 of 1

Building: 116 Cook Avenue, Meriden, CT  
(Wings A, B, C, and D)

Project No. 20110331.AIE

Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-31A	A-203	Fire door frame Ins.	
-31B	↓		
-32A	D-106	white sink	
-32B	X-Ray 3	under sink	
-33	B/C - front office	↓	
-34A	1st fl. front rm.	pink sink	
-34B	1st fl. - center new office	under sink	
-35A	C-wing	↓	
-35B	B-wing - 4th floor	black sink	
-36A	Corridor	text. 2nd cery tile	
-36B	C-wing	↓	
-37A-B	1st fl. / center offices	2x4 only tile	

Analysis Method:  PLM  Other

Turnaround Time 7 day

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Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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### SAMPLE LOG FOR ASBESTOS BULK

Project Name: Fuss & O'Neill, Inc.

Sheet 5 of 1

Project No. 20110331.AIE

Building: 110 Cook Avenue, Meriden, CT  
(Wings A, B, C, and D)

Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-38A	D-209	2x2 cdy tile - pinkle	
-38B	Midstake - 2nd Floor	↓	
-39A	2nd Fl. - B-Wing	(green little square) broken	
-39B	↓	↓	
-40A	↓	green (plain) broken	
-40B	↓	↓	
-41A	↓	yellow (plain) broken	
-41B	↓	↓	
-42A	↓	tan/yellow - (little square) broken	
-42B	↓	↓	
-43	↓ - bath	wood design broken	
-44	1st fl. - front right offices bath	tan broken	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [ \_\_\_\_\_ ] Date: [ \_\_\_\_\_ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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SAMPLE LOG FOR ASBESTOS BULK

Sheet 6 of 1

Project Name: Fuss & O'Neill, Inc. Project No. 20110331.AIE

Building: 116 Cook Avenue, Meriden, CT Project Manager: CT  
(Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0613EMM-45	5th Fl. (adj. X-Ray-4) bath	tan insulation	
-46A	5th Fl. - front right offices	yellow insulation	
-46B	Dr. Kaplan office	↓	
-47A	X-Ray 2 - top layer	stone insulation	
-47B	↓	↓	
-48A	X-Ray 1 - botm. layer	floors	
-48B	↓	↓	
-49A	↓	yellow mesh c fin above	
-49B	↓	↓	
-50A	D-302 areas - top layer	tan insulation	
-50B	↓	↓	
-51	4th Fl. - Aug - bath	tan insulation	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA #10 point count all samples of asbestos content <4% positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ \_\_\_\_\_ ] Date: [ \_\_\_\_\_ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_



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### SAMPLE LOG FOR ASBESTOS BULKS

Project Name: Fuss & O'Neill, Inc.

Sheet 7 of

Building: 116 Cook Avenue, Meriden, CT  
(Wings A, B, C, and D)

Project No: 20110331.AIE

Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-52A	4th Floor - Awing	stone tiles/blue	
-52B	↓	↓	
-53A	1st A. - front room	blk mastic - assn. w/ appliances on tile	
-53B	↓	↓	
-54A	rear center room	12x12 tan w/ pink/brown streaks	
-54B	C-corridor - elevator	↓	
-55A	rear center room	mastic from above (brown/yellow)	
-55B	↓	↓	
56A	Awing - 4th floor	12x12 blk/peach floor tile	
-56B	(H07)	↓	
-57A	↓	black mastic from above	
-57B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 360-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content <4% positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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**SAMPLE LOG FOR ASBESTOS BULKS**

Sheet 8 of 10

Project Name: Fuss & O'Neill, Inc. Project No. 20110331/AE  
 Building: 116 Cook Ave - Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EAM - 58A	Rm. 203 bath	12x12 red floor tile	
- 58B	<del>2nd Floor</del>		
- 59A	2nd Floor		
- 59B	? - Side wing	positive	
- 60A	Front Rm - bath	12x12 green tile	
- 60B	1st floor		
- 61A	B/C wing	positive from above	
- 61B			
- 62A	Rm. A301	12x12 tan/brown tile	
- 62B	<del>A wing</del>		
- 63A	wing	positive (black) from above	
- 63B			

Analysis Method  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 4%, positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NY  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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### SAMPLE LOG FOR ASBESTOS BULK

Sheet 9 of 11

Project Name: Fuss & O'Neill, Inc. Project No. 2010331, A/E  
Building: 116 Cook Ave., Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-64A	2nd Fl. - Bung	12x12 tan tile	
-64B	↓	↓	
-65A	↓	yellow, mastic	
-65B	↓	↓	
-66A	X-Ray 4 - top layer	12x12 white/grey tile	
-66B	↓	↓	
-67A	↓	mastic - yellow	
-67B	↓	↓	
-68A	X-Ray 1 - top layer	12x12 tile (white)	
-68B	↓	↓	
-69A	↓	mastic - yellow from above	
-69B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State VT  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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SAMPLE LOG FOR ASBESTOS BULKS

Sheet 10 of 10

Project Name: Fuss & O'Neill, Inc. Project No. 2010331, AVE  
Building: 116 Cook Ave - Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EEM -70A	X-Ray 1 - 1st layer	Flaming	
-70B	↓	↓	
-71A	↓	↓	
-71B	↓	mastic - yellow	
-72	X-Ray 2 - 1st layer	Flaming	
-73	↓	mastic	
-74A	2nd Floor - A wing	12x12 grey tile	
-74B	↓	↓	
-75A	↓	yellow mastic from above	
-75B	↓	↓	
-76A	2nd Floor - Midstate suite	top layer floor - grey	
-76B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: SMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NY  Other \_\_\_\_\_

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### SAMPLE LOG FOR ASBESTOS BULKS

Sheet 11 of 1

Project Name: Fuss & O'Neill, Inc. Project No. 2010331, AVE  
Building: 116 Cook Ave - Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-77A	2nd Floor - Midstate Suite	btm. layer flouxy - white	not gre
-77B	↓		↓
-78A	↓	matrix - yellow/brown	
-78B	↓		
-79A	2nd floor - Aug - adj. Dwg	12x12 tan / brown tile	
-79B	↓		
-80A	↓	blk matrix	
-80B	↓		
-81A	3rd Floor - 304	tan 12x12 tile	
-81B	↓		
-82A	↓	blk paper/matrix floor above	
-82B	↓		

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

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Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples (Rec'd/Sent by) [ \_\_\_\_\_ ] Date: [ \_\_\_\_\_ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

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SAMPLE LOG FOR ASBESTOS BULK

Sheet 12 of 16

Project Name: Fuss & O'Neill, Inc. Project No. 201033LAVE  
Building: 116 Cook Ave - Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EWM-83A	A-302	red beige tile	
-83B	↓	↓	
-84A	↓	black/red waste	
-84D	↓	↓	
-85A	D-302	tan flooring	
-85B	↓	↓	
-86A	↓	yellow waste	
-86D	↓	↓	
-87A	3rd floor - Corridor/stair	off-white tile	
-87B	↓	↓	
-88A	↓	yellow waste	
-88B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1% positive stop on all point counts.

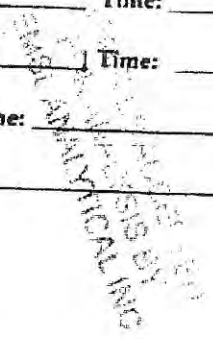
Samples collected by: SMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NY  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_



041116226



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### SAMPLE LOG FOR ASBESTOS BULKS

13  
Sheet 1 of 1

Project Name: Fuss & O'Neill, Inc. Project No. 2010 331, A/E  
Building: 116 Cook Ave, Weyden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
<del>06132MM-89</del>	TC-closets - <sup>adj.</sup> 402	12x12 grey tile	
<del>90</del>	↓	yellow waste	
-91A	B-403	12x12 beige/tan tile	
-91B	↓	↓	
-92A	↓	yellow waste	
-92B	↓	↓	
-93	Across A-400	12x12 white-color streaks tile	
-94	↓	yellow waste	
-95A	D-wing	ceмент flooring under carpet	
-95B	↓	↓	
-96A	D-wing - D-106	white tile/flooring - under carpet	
-96B	- D-306	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1%. positive stop on all point counts.

Samples collected by: SMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NT  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other

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SAMPLE LOG FOR ASBESTOS BULK

Sheet 14 of 19

Project Name: Fuss & O'Neill, Inc. Project No. 2010331, AVE  
Building: 116 Cook Ave, Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-97	Front Run - 1st floor	leveler	
-98	1st floor - under (English)	grey leveler	
-99A	1st floor - front run	↑	
-99B	↓	12x12 white/black tile	
-100A	↓	grout	
-100B	↓	↓	
-101A	1st fl. - center office	tan plating 12x12	
-101B	↓ (Storage)	↓	
-102A	↓	black waste	
-102B	↓	↓	
-103A	1st floor - front right office	12x12 beige tile	
-104A	↓	yellow waste	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples (Rec'd) [Sent by] [ ] Date: [ ] Time: [ ]

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NY  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other

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SAMPLE LOG FOR ASBESTOS BULK

15  
Sheet 19 of 19

Project Name: Fuss & O'Neill, Inc. Project No. 2010331, AVE

Building: 116 Cook Ave, Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-105	D-wy offices-1st fl.	12x12 tile off-white mastic	
-106	↓		
-107	Front custodial closet	12x12 white/grey tile	
-108	↓	black mastic	
-103B	1st floor - row/copy offices	12x12 beige/off-white tile	
-104D	↓	yellow mastic	
-105	D-wy - cave-in	blk mastic	
-106	↓	Floor tile - 12x12	
-107	↓	12x12 blue tile	
-108	↓	black mastic	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 960-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 402 point count all samples of asbestos content < P's. positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NT  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other

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860.646.2469



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EnviroScience, LLC

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**SAMPLE LOG FOR ASBESTOS BULK**

Sheet 16 of 19

Project Name: Fuss & O'Neill, Inc. Project No. 2010331AE  
Building: 116 Cook Ave, Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
06139MM-109A	D-408 Bath	ceramic floor midsett	
-109B	lobby entrance	↓	
-110A	D-wing - Mens Rm	ceramic adhesive yellow	
-110B	Original wing -	↓	
-111A	1st floor original	ceramic floor backing - papered	
-111D	↓	↓	
-112A	1st floor	ceramic floor grout	
-112B	↓	↓	
-113A	1st front business office	carpet glue	
-113B	D-wing - 4th floor - concourse	↓	
-114A	Front Rm - 1st floor	wall panel glue	
-114B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2169.

Fax Results to the EnviroScience Laboratory at: 360-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State VT  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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ASBESTOS ANALYSIS  
6/13/11

041116220



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### SAMPLE LOG FOR ASBESTOS BULK

17  
19  
Sheet 17 of 19

Project Name: Fuss & O'Neill, Inc. Project No. 20110331, AVE  
 Building: 116 Cook Ave - Meriden, CT Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EEM-115	Chang. Rms. 1-8	wall panel glue	
-116	X-Ray 1	wall panel glue	
-117	A-wing - 1st floor	↓	
-118	1st floor (19 sign - corner @ left entrance	↓ (black)	
-119	E-wing	4" black coverbase	
-120	↓	glue →	
-121	Front Rm. - 1st floor	6" blk coverbase	
122	↓	glue →	
-123	1st floor - rear center line	tan 4" CB	
-124	↓	glue →	
-125	1st fl. - rear center of the rear	Red CB	
-126	↓	glue →	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: SMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NT  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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ANALYSIS CENTER



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**SAMPLE LOG FOR ASBESTOS BULK**

Sheet 18 of 19

Project Name: Fuss & O'Neil Inc. Project No. 20110331, AIE  
 Building: 116 Cook Ave. Meriden Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-127	D-407	4" pink envelope	
-128	↓	glue → yellow	
-129	2nd Floor D-407	glue → tan	
-130	B-Wing - 2nd Floor	Drk pink CB	
-131	↓	glue →	
-132	D-wing storage	<del>pink</del> <del>envelope</del> mauve envelope	
-133	↓ asb bath	glue ↓	
-134	B-304	Drk red CB	
-135	↓	glue ↓ yellow	
-136	D-407	Blue CB	
-137	↓	glue - yellow	
-138	original bldg	cell CB - white	

Analysis Method:  PLM  Other

Turnaround Time 2 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1%. positive stop on all point counts.

Samples collected by: EMM Date: \_\_\_\_\_ Time: \_\_\_\_\_

Samples [Rec'd] [Sent by] [ ] [ ] Date: [ ] [ ] Time: [ ] [ ]

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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**SAMPLE LOG FOR ASBESTOS BULKS**

Project Name: Fuss & O'Neil Inc.

Sheet 19 of 19

Building: 116 Cook Ave. Meriden

Project No. 20110331, AIE

Project Manager: CT

Sample ID	Sample Location	Material	Result (%)
0613EMM-139	original bldg	6" CB - white - glue	tan/off-white
-140	X-Ray	white CB	
-141	D-3020	4" off-white CB	
-142	1 <sup>st</sup> fl - front right offices	4" tan CB	
-143	↓	glue ↓	
-144	D-106	grey CB	
-145	↓	glue ↓ yellow	
-146	A-203	brown 4" CB	
-147	↓	glue ↓ tan	
-148	301	6" brown CB	
-149	↓	glue ↓ brown	
-150/151	B-402	4" brown CB + glue (brown)	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: \_\_\_\_\_ Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: [ ] [ ]

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

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2011 OCT 10 10:00 AM



### EMSL Analytical, Inc.

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**Attn:** Carlos Texidor  
Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040

EMSL Order: 041116226  
Customer ID: ENVI54  
Collected: 6/13/2011 12:00:00AM  
Received: 6/18/2011

Fax: (888) 838-1160 Phone: (860) 646-2469

**Proj:** 20110331.A1E/FUSS & O'NEILL, INC.; 116 COOK AVE., MERIDEN, CT - WINGS A, B, C & D

### Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

**Client Sample ID:** 0613EMM-15A **Lab Sample ID:** 041116226-0001  
**Sample Description:** ORIGINAL BUILDING A/D WING/FIRE DOOR INSULATION/PAPER

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	98%	2%	None Detected	✓

**Client Sample ID:** 0613EMM-15B **Lab Sample ID:** 041116226-0002  
**Sample Description:** ORIGINAL BUILDING A/D WING/FIRE DOOR INSULATION/PAPER

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	95%	5%	None Detected	✓

**Client Sample ID:** 0613EMM-15C **Lab Sample ID:** 041116226-0003  
**Sample Description:** ORIGINAL BUILDING A/D WING/FIRE DOOR INSULATION/PAPER

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	90%	10%	None Detected	✓

**Client Sample ID:** 0613EMM-16A **Lab Sample ID:** 041116226-0004  
**Sample Description:** B-402/VAPOR BARRIER UNDER WOOD FLOOR

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	95%	5%	None Detected	✓

**Client Sample ID:** 0613EMM-16B **Lab Sample ID:** 041116226-0005  
**Sample Description:** B-402/VAPOR BARRIER UNDER WOOD FLOOR

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	95%	5%	None Detected	✓

**Client Sample ID:** 0613EMM-16C **Lab Sample ID:** 041116226-0006  
**Sample Description:** RM 301/VAPOR BARRIER UNDER WOOD FLOOR

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	✓

**Client Sample ID:** 0613EMM-17 **Lab Sample ID:** 041116226-0007  
**Sample Description:** REAR STORAGE ROOM B/C WING/INTERIOR GLAZE BLOCK W/ CAULK

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	✓

**Client Sample ID:** 0613EMM-18 **Lab Sample ID:** 041116226-0008  
**Sample Description:** ENTRANCE LOBBY/INTERIOR DOOR CAULK - GLASS DOOR FRAME

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
400 PLM Pt Ct	6/22/2011	Gray	2%	96.75%	1.25% Anthophyllite	0

**Client Sample ID:** 0613EMM-19A **Lab Sample ID:** 041116226-0009  
**Sample Description:** D-WING TUNNEL/PIIPE INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	60%	40% Chrysotile	0



**EMSL Analytical, Inc.**

200 Route 130 North Cinnaminson, NJ 08077

Phone: (800) 220-3675 Fax: (856) 786-5974 Web: <http://www.emsl.com> Email: [westmontaslab@EMSL.com](mailto:westmontaslab@EMSL.com)

Attn: Carlos Texidor  
Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040

Proj: 20110331.A1E/FUSS & O'NEILL, INC.; 116 COOK AVE

**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-19B** Lab Sample ID: 041116226-0010  
Sample Description: D-WING TUNNEL/PIPE INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			

Client Sample ID: **0613EMM-19C** Lab Sample ID: 041116226-0011  
Sample Description: D-WING TUNNEL/PIPE INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			

Client Sample ID: **0613EMM-20A** Lab Sample ID: 041116226-0012  
Sample Description: B/C WING 1ST FLOOR NEW SECTION CENTER OFFICE/FITTING INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	35%	65%	None Detected	✓

Client Sample ID: **0613EMM-20B** Lab Sample ID: 041116226-0013  
Sample Description: B/C WING/FITTING INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	35%	65%	None Detected	✓

Client Sample ID: **0613EMM-20C** Lab Sample ID: 041116226-0014  
Sample Description: B/C WING/FITTING INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	75%	25%	None Detected	✓

Client Sample ID: **0613EMM-21A** Lab Sample ID: 041116226-0015  
Sample Description: 1ST FLOOR ENTRANCE CORRIDOR A WING/FITTING INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	35%	65%	None Detected	✓

Client Sample ID: **0613EMM-21B** Lab Sample ID: 041116226-0016  
Sample Description: 1ST FLOOR ENTRANCE CORRIDOR A WING/FITTING INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	35%	65%	None Detected	✓

Client Sample ID: **0613EMM-21C** Lab Sample ID: 041116226-0017  
Sample Description: 1ST FLOOR ENTRANCE CORRIDOR A WING/FITTING INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	45%	55%	None Detected	✓

Client Sample ID: **0613EMM-22A** Lab Sample ID: 041116226-0018  
Sample Description: THROUGHOUT/FIBERGLASS PIPE COVERING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	48%	52%	None Detected	✓

Client Sample ID: **0613EMM-22B** Lab Sample ID: 041116226-0019  
Sample Description: THROUGHOUT/FIBERGLASS PIPE COVERING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Tan	45%	55%	None Detected	✓



**EMSL Analytical, Inc.**

200 Route 130 North Cinnaminson, NJ 08077

Phone: (800) 220-3675 Fax: (856) 786-5974 Web: <http://www.emsl.com> Email: [westmontaslab@EMSL.com](mailto:westmontaslab@EMSL.com)

**Attn:** Carlos Texidor  
Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040

**Proj:** 20110331.A1E/FUSS & O'NEILL, INC.; 116 COOK AVE

**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: 0613EMM-23A		Sample Description: THROUGHOUT/FIBERGLASS DUCT COVERING					Lab Sample ID: 041116226-0020
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	Brown	78%	22%	None Detected	✓	
Client Sample ID: 0613EMM-23B		Sample Description: THROUGHOUT/FIBERGLASS DUCT COVERING					Lab Sample ID: 041116226-0021
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/24/2011	Brown	70%	30%	None Detected	✓	
Client Sample ID: 0613EMM-24A		Sample Description: THROUGHOUT 1ST FLOOR PRIVATE ROOM/WALLPAPER BACKING ADHESIVE					Lab Sample ID: 041116226-0022
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	Yellow	0%	100%	None Detected	✓	
Client Sample ID: 0613EMM-24B		Sample Description: THROUGHOUT 1ST FLOOR B/C OFFICE AREA/WALLPAPER BACKING ADHESIVE					Lab Sample ID: 041116226-0023
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/24/2011	Tan	0%	100%	None Detected	✓	
Client Sample ID: 0613EMM-25		Sample Description: THROUGHOUT/FORMICA COUNTERTOP GLUE					Lab Sample ID: 041116226-0024
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	Brown	20%	80%	None Detected	✓	
Client Sample ID: 0613EMM-26A		Sample Description: 1ST FLOOR FRONT NEW OFFICES/TEXTURED PAINT ON COLUMN					Lab Sample ID: 041116226-0025
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	White	0%	100%	None Detected	✓	
Client Sample ID: 0613EMM-26B		Sample Description: 1ST FLOOR FRONT NEW OFFICES/TEXTURED PAINT ON COLUMN					Lab Sample ID: 041116226-0026
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	White	0%	100%	None Detected	✓	
Client Sample ID: 0613EMM-26C		Sample Description: 1ST FLOOR FRONT NEW OFFICES/TEXTURED PAINT ON COLUMN					Lab Sample ID: 041116226-0027
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/24/2011	White	0%	100%	None Detected	✓	
Client Sample ID: 0613EMM-27A		Sample Description: 1ST FLOOR ORIGINAL BLDG/SHEETROCK JOINT COMPOUND COMPOSITE					Lab Sample ID: 041116226-0028
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	White	8%	92%	None Detected	✓	
Client Sample ID: 0613EMM-27B		Sample Description: 2ND FLOOR D-WING/SHEETROCK JOINT COMPOUND COMPOSITE					Lab Sample ID: 041116226-0029
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/22/2011	White	8%	92%	None Detected		



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-27C** Lab Sample ID: 041116226-0030  
Sample Description: 2ND FLOOR D-WING/SHEETROCK JOINT COMPOUND COMPOSITE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-28A** Lab Sample ID: 041116226-0031  
Sample Description: 2ND FLOOR D-WING/JOINT COMPOUND

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-28B** Lab Sample ID: 041116226-0032  
Sample Description: 1ST FLOOR - ORIGINAL BLDG/JOINT COMPOUND

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	Non homogeneous from the previous sample

Client Sample ID: **0613EMM-29A** Lab Sample ID: 041116226-0033  
Sample Description: C WING/ B WING/SHEETROCK/ JOINT COMPOUND COMPOSITE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	5%	95%	None Detected	

Client Sample ID: **0613EMM-29B** Lab Sample ID: 041116226-0034  
Sample Description: C WING/ B WING/SHEETROCK/ JOINT COMPOUND COMPOSITE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	5%	95%	None Detected	

Client Sample ID: **0613EMM-29C** Lab Sample ID: 041116226-0035  
Sample Description: C WING/ B WING/SHEETROCK/ JOINT COMPOUND COMPOSITE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-30A** Lab Sample ID: 041116226-0036  
Sample Description: C WING/ B WING/JOINT COMPOUND

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-30B** Lab Sample ID: 041116226-0037  
Sample Description: C WING/ B WING/JOINT COMPOUND

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-31A** Lab Sample ID: 041116226-0038  
Sample Description: A -203/FIRE DOOR FRAME INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	10%	90%	None Detected	

Client Sample ID: **0613EMM-31B** Lab Sample ID: 041116226-0039  
Sample Description: A -203/FIRE DOOR FRAME INSULATION

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	10%	90%	None Detected	



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-32A** Lab Sample ID: 041116226-0040  
Sample Description: D - 106/WHITE SINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	30%	70%	None Detected	

Client Sample ID: **0613EMM-32B** Lab Sample ID: 041116226-0041  
Sample Description: X RAY 3/WHITE SINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-33** Lab Sample ID: 041116226-0042  
Sample Description: B/C FRONT OFFICE/WHITE SINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	30%	70%	None Detected	

Client Sample ID: **0613EMM-34A** Lab Sample ID: 041116226-0043  
Sample Description: 1ST FLOOR FRONT ROOM/PINK SINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Pink	0%	95%	5% Chrysotile	

Client Sample ID: **0613EMM-34B** Lab Sample ID: 041116226-0044  
Sample Description: 1ST FLOOR CENTER NEW OFFICES/PINK SINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	

Client Sample ID: **0613EMM-35A** Lab Sample ID: 041116226-0045  
Sample Description: C-WING/BLACK WINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Black	0%	98%	2% Chrysotile	

Client Sample ID: **0613EMM-35B** Lab Sample ID: 041116226-0046  
Sample Description: B-WING 4TH FLOOR/BLACK WINK UNDERCOATING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	

Client Sample ID: **0613EMM-36A** Lab Sample ID: 041116226-0047  
Sample Description: CORRIDOR/TEXT 2x2 CEILING TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	80%	20%	None Detected	

Client Sample ID: **0613EMM-36B** Lab Sample ID: 041116226-0048  
Sample Description: C-WING/TEXT 2x2 CEILING TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray/White	70%	30%	None Detected	

Client Sample ID: **0613EMM-37A** Lab Sample ID: 041116226-0049  
Sample Description: 1ST FLOOR / CENTER OFFICES/2x4 CEILING TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray/White	80%	20%	None Detected	



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-37B** Lab Sample ID: 041116226-0050  
Sample Description: 1ST FLOOR / CENTER OFFICES/2x4 CEILING TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray	55%	45%	None Detected	

Client Sample ID: **0613EMM-38A** Lab Sample ID: 041116226-0051  
Sample Description: D - 209/2x2 CEILING TILE - PINHOLE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray/White	80%	20%	None Detected	

Client Sample ID: **0613EMM-38B** Lab Sample ID: 041116226-0052  
Sample Description: M/D STATE 2ND FLOOR/2x2 CEILING TILE - PINHOLE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray	90%	10%	None Detected	

Client Sample ID: **0613EMM-39A** Lab Sample ID: 041116226-0053  
Sample Description: 2ND FLOOR B-WING/GREEN LITTLE SQUARE LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Green	20%	65%	15% Chrysotile	

Client Sample ID: **0613EMM-39B** Lab Sample ID: 041116226-0054  
Sample Description: 2ND FLOOR B-WING/GREEN LITTLE SQUARE LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	

Client Sample ID: **0613EMM-40A** Lab Sample ID: 041116226-0055  
Sample Description: 2ND FLOOR B-WING/GREEN PLAIN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Green	35%	65%	None Detected	

Client Sample ID: **0613EMM-40B** Lab Sample ID: 041116226-0056  
Sample Description: 2ND FLOOR B-WING/GREEN PLAIN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Tan	40%	60%	None Detected	

Client Sample ID: **0613EMM-41A** Lab Sample ID: 041116226-0057  
Sample Description: 2ND FLOOR B-WING/ELLOW PLAIN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	35%	65%	None Detected	

Client Sample ID: **0613EMM-41B** Lab Sample ID: 041116226-0058  
Sample Description: 2ND FLOOR B-WING/ELLOW PLAIN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-42A** Lab Sample ID: 041116226-0059  
Sample Description: 6/21/2011/TAN/YELLOW LITTLE SQUARE LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	20%	68%	12% Chrysotile	



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-42B** Lab Sample ID: 041116226-0060  
Sample Description: 6/21/2011/TAN/YELLOW LITTLE SQUARE LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			✓

Client Sample ID: **0613EMM-43** Lab Sample ID: 041116226-0061  
Sample Description: 2ND FLOOR B - WING BATH/WOOD DESIGN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	20%	65%	15% Chrysotile	✓

Client Sample ID: **0613EMM-44** Lab Sample ID: 041116226-0062  
Sample Description: 1ST FLOOR FRONT RIGHT OFFICES BATH/TAN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	15%	85%	None Detected	✓

Client Sample ID: **0613EMM-45** Lab Sample ID: 041116226-0063  
Sample Description: 1ST FLOOR X-RAY 4 BATH/TAN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	35%	65%	None Detected	✓

Client Sample ID: **0613EMM-46A** Lab Sample ID: 041116226-0064  
Sample Description: 1ST FLOOR FRONT RIGHT OFFICES/YELLOW LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	15%	70%	15% Chrysotile	✓

Client Sample ID: **0613EMM-46B** Lab Sample ID: 041116226-0065  
Sample Description: DR. KAPLAN OFFICE/YELLOW LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			✓

Client Sample ID: **0613EMM-47A** Lab Sample ID: 041116226-0066  
Sample Description: X-RAY 2 TOP LAYER/STONE LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	25%	75%	None Detected	✓

Client Sample ID: **0613EMM-47B** Lab Sample ID: 041116226-0067  
Sample Description: X-RAY 2 TOP LAYER/STONE LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray	50%	50%	None Detected	✓

Client Sample ID: **0613EMM-48A** Lab Sample ID: 041116226-0068  
Sample Description: X RAY 1 - BOTTOM LAYER/FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	96%	4% Chrysotile	✓

Client Sample ID: **0613EMM-48B** Lab Sample ID: 041116226-0069  
Sample Description: X RAY 1 - BOTTOM LAYER/FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			✓



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-49A** Lab Sample ID: 041116226-0070  
Sample Description: X RAY 1 - BOTTOM LAYER/YELLOW MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-49B** Lab Sample ID: 041116226-0071  
Sample Description: X RAY 1 - BOTTOM LAYER/YELLOW MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-50A** Lab Sample ID: 041116226-0072  
Sample Description: D - 302 AREAS TOP LAYER/TAN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	35%	65%	None Detected	✓

Client Sample ID: **0613EMM-50B** Lab Sample ID: 041116226-0073  
Sample Description: D - 302 AREAS TOP LAYER/TAN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011		55%	45%	None Detected	✓

Client Sample ID: **0613EMM-51** Lab Sample ID: 041116226-0074  
Sample Description: 4TH FLOOR A WING - BATH/TAN LINOLEUM

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	20%	62%	18% Chrysotile	✓

Client Sample ID: **0613EMM-52A** Lab Sample ID: 041116226-0075  
Sample Description: 4TH FLOOR A WING/STONE LINOLEUM/BLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray/Blue	20%	68%	12% Chrysotile	✓

Client Sample ID: **0613EMM-52B** Lab Sample ID: 041116226-0076  
Sample Description: 4TH FLOOR A WING/STONE LINOLEUM/BLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011					Stop Positive (Not Analyzed)

Client Sample ID: **0613EMM-53A** Lab Sample ID: 041116226-0077  
Sample Description: 1ST FLOOR FRONT ROOM/BLACK MASTIC ASSOCIATED W/ APPLICANCES ON FLOOR

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Black/Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-53B** Lab Sample ID: 041116226-0078  
Sample Description: 1ST FLOOR FRONT ROOM/BLACK MASTIC ASSOCIATED W/ APPLICANCES ON FLOOR

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Black	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-54A** Lab Sample ID: 041116226-0079  
Sample Description: REAR CENTER ROOM/12x12 TAN W/ PINK/BROWN STREAKS

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	0%	92%	8% Chrysotile	✓



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-54B** Lab Sample ID: 041116226-0080  
Sample Description: C - CORRIDOR - ELEVATOR/12x12 TAN W/ PINK/BROWN STREAKS

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			✓

Client Sample ID: **0613EMM-55A** Lab Sample ID: 041116226-0081  
Sample Description: REAR CENTER ROOM/MASTIC FROM ABOVE (BROWN/YELLOW)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-55B** Lab Sample ID: 041116226-0082  
Sample Description: REAR CENTER ROOM/MASTIC FROM ABOVE (BROWN/YELLOW)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-56A** Lab Sample ID: 041116226-0083  
Sample Description: D- WING 4TH FLOOR/12x12 BLUE/PEACH FLOOR TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Peach	0%	100%	None Detected	✓ Tiles not homogenous to each other.

Client Sample ID: **0613EMM-56B** Lab Sample ID: 041116226-0084  
Sample Description: 407/12x12 BLUE/PEACH FLOOR TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Blue	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-57A** Lab Sample ID: 041116226-0085  
Sample Description: 407/BLACK MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Black	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-57B** Lab Sample ID: 041116226-0086  
Sample Description: 407/BLACK MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Black	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-58A** Lab Sample ID: 041116226-0087  
Sample Description: RM 203 BATH/12x12 RED FLOOR TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Red	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-58B** Lab Sample ID: 041116226-0088  
Sample Description: RM 203 BATH/12x12 RED FLOOR TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Red	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-59A** Lab Sample ID: 041116226-0089  
Sample Description: RM 203 BATH/MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	✓



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Manchester, CT 06040

Proj: 20110331.A1E/FUSS & O'NEILL, INC.; 116 COOK AVE

Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-59B
Sample Description: RM 203 BATH/MASTIC
Lab Sample ID: 041116226-0090

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Yellow, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-60A
Sample Description: FRONT ROOM - BATH/12x12 GREEN TILE
Lab Sample ID: 041116226-0091

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Green, 0%, 100%, None Detected, Suggest TEM.

Client Sample ID: 0613EMM-60B
Sample Description: FRONT ROOM - BATH/12x12 GREEN TILE
Lab Sample ID: 041116226-0092

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Green, 0%, 100%, None Detected, Suggest TEM.

Client Sample ID: 0613EMM-61A
Sample Description: FRONT ROOM - BATH/MASTIC FROM ABOVE
Lab Sample ID: 041116226-0093

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Yellow, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-61B
Sample Description: FRONT ROOM - BATH/MASTIC FROM ABOVE
Lab Sample ID: 041116226-0094

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Yellow, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-62A
Sample Description: RM A 301/12x12 TAN BROWN TILE
Lab Sample ID: 041116226-0095

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: 400 PLM Pt Ct, 6/22/2011, Tan/Yellow, 0%, 98.5%, 1.5% Chrysotile.

Client Sample ID: 0613EMM-62B
Sample Description: RM A 301/12x12 TAN BROWN TILE
Lab Sample ID: 041116226-0096

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Stop Positive (Not Analyzed).

Client Sample ID: 0613EMM-63A
Sample Description: RM A 301/MASTIC (BLACK) FROM ABOVE
Lab Sample ID: 041116226-0097

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Black, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-63B
Sample Description: RM A 301/MASTIC (BLACK) FROM ABOVE
Lab Sample ID: 041116226-0098

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Black, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-64A
Sample Description: 2ND FLOOR - B-WING/12x12 TAN TILE
Lab Sample ID: 041116226-0099

Table with 7 columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Asbestos Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Tan, 0%, 100%, None Detected.



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-64B** Lab Sample ID: 041116226-0100  
Sample Description: 2ND FLOOR - B-WING/12x12 TAN TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Tan	0%	100%	None Detected	

Client Sample ID: **0613EMM-65A** Lab Sample ID: 041116226-0101  
Sample Description: 2ND FLOOR - B-WING/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-65B** Lab Sample ID: 041116226-0102  
Sample Description: 2ND FLOOR - B-WING/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-66A** Lab Sample ID: 041116226-0103  
Sample Description: X-RAY 4 - TOP LAYER/12x12 WHITE/GREY TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan/White	0%	100%	None Detected	

Client Sample ID: **0613EMM-66B** Lab Sample ID: 041116226-0104  
Sample Description: X-RAY 4 - TOP LAYER/12x12 WHITE/GREY TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-67A** Lab Sample ID: 041116226-0105  
Sample Description: X-RAY 4 - TOP LAYER/MASTIC - YELLOW

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-67B** Lab Sample ID: 041116226-0106  
Sample Description: X-RAY 4 - TOP LAYER/MASTIC - YELLOW

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-68A** Lab Sample ID: 041116226-0107  
Sample Description: X-RAY 1 - TOP LAYER/12x12 TILE (WHITE)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-68B** Lab Sample ID: 041116226-0108  
Sample Description: X-RAY 1 - TOP LAYER/12x12 TILE (WHITE)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-69A** Lab Sample ID: 041116226-0109  
Sample Description: X-RAY 1 - TOP LAYER/MASTIC - YELLOW FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-69B** Lab Sample ID: 041116226-0110  
Sample Description: X-RAY 1 - TOP LAYER/MASTIC - YELLOW FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-70A** Lab Sample ID: 041116226-0111  
Sample Description: X-RAY 1 BOTTOM LAYER/FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	0%	96%	4% Chrysotile	

Client Sample ID: **0613EMM-70B** Lab Sample ID: 041116226-0112  
Sample Description: X-RAY 1 BOTTOM LAYER/FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011		Stop Positive (Not Analyzed)			

Client Sample ID: **0613EMM-71A** Lab Sample ID: 041116226-0113  
Sample Description: X-RAY 1 BOTTOM LAYER/MASTIC - YELLOW

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-71B** Lab Sample ID: 041116226-0114  
Sample Description: X-RAY 1 BOTTOM LAYER/MASTIC - YELLOW

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-72** Lab Sample ID: 041116226-0115  
Sample Description: X-RAY 2 BTM/FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	100%	None Detected	Analyzed white layer as there were two layers of

Client Sample ID: **0613EMM-73** Lab Sample ID: 041116226-0116  
Sample Description: X-RAY 2 BTM/MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-74A** Lab Sample ID: 041116226-0117  
Sample Description: 2ND FLOOR - A WING/12x12 GREY TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-74B** Lab Sample ID: 041116226-0118  
Sample Description: 2ND FLOOR - A WING/12x12 GREY TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-75A** Lab Sample ID: 041116226-0119  
Sample Description: 2ND FLOOR - A WING/YELLOW MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	



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Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-75B
Sample Description: 2ND FLOOR - A WING/YELLOW MASTIC FROM ABOVE
Lab Sample ID: 041116226-0120

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Yellow, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-76A
Sample Description: 2ND FLOOR - MIDSTATE SUITE/TOP LAYER FLOOR - GREY
Lab Sample ID: 041116226-0121

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Gray, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-76B
Sample Description: 2ND FLOOR - MIDSTATE SUITE/TOP LAYER FLOOR - GREY
Lab Sample ID: 041116226-0122

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Gray, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-77A
Sample Description: 2ND FLOOR - MIDSTATE SUITE/BOTTOM LAYER FLOORING WHITE (NOT GREY)
Lab Sample ID: 041116226-0123

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, White, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-77B
Sample Description: 2ND FLOOR - MIDSTATE SUITE/BOTTOM LAYER FLOORING WHITE (NOT GREY)
Lab Sample ID: 041116226-0124

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, White, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-78A
Sample Description: 2ND FLOOR - MIDSTATE SUITE/MASTIC - YELLOW/BROWN
Lab Sample ID: 041116226-0125

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Yellow, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-78B
Sample Description: 2ND FLOOR - MIDSTATE SUITE/MASTIC - YELLOW/BROWN
Lab Sample ID: 041116226-0126

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Yellow, 0%, 100%, None Detected, Comment with checkmark.

Client Sample ID: 0613EMM-79A
Sample Description: 3RD FLOOR A WING ADJ. D WING/12x12 TAN/BROWN TILE
Lab Sample ID: 041116226-0127

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Tan, 0%, 100%, None Detected, Comment with checkmark and 'Recommend TEM'.

Client Sample ID: 0613EMM-79B
Sample Description: 3RD FLOOR A WING ADJ. D WING/12x12 TAN/BROWN TILE
Lab Sample ID: 041116226-0128

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/25/2011, Tan, 0%, 100%, None Detected, Comment with checkmark and 'Recommend TEM'.

Client Sample ID: 0613EMM-80A
Sample Description: 3RD FLOOR A WING ADJ. D WING/BLACK MASTIC
Lab Sample ID: 041116226-0129

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/22/2011, Black, 0%, 100%, None Detected, Comment with checkmark.



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-80B** Lab Sample ID: 041116226-0130  
Sample Description: 3RD FLOOR A WING ADJ. D WING/BLACK MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Black	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-81A** Lab Sample ID: 041116226-0131  
Sample Description: 3RD FLOOR - 304/TAN 12x12 TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-81B** Lab Sample ID: 041116226-0132  
Sample Description: 3RD FLOOR - 304/TAN 12x12 TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-82A** Lab Sample ID: 041116226-0133  
Sample Description: 3RD FLOOR - 304/BLACK PAPER/MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Black	0%	95%	5% Chrysotile	✓

Client Sample ID: **0613EMM-82B** Lab Sample ID: 041116226-0134  
Sample Description: 3RD FLOOR - 304/BLACK PAPER/MASTIC FROM ABOVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-83A** Lab Sample ID: 041116226-0135  
Sample Description: A - 302/12x12 BEIGE TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-83B** Lab Sample ID: 041116226-0136  
Sample Description: A - 302/12x12 BEIGE TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-84A** Lab Sample ID: 041116226-0137  
Sample Description: A - 302/BLACK/RED MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Red/Black	0%	95%	5% Chrysotile	✓

Client Sample ID: **0613EMM-84B** Lab Sample ID: 041116226-0138  
Sample Description: A - 302/BLACK/RED MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-85A** Lab Sample ID: 041116226-0139  
Sample Description: D-302/TAN FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Tan	0%	100%	None Detected	



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-85B** Lab Sample ID: 041116226-0140  
Sample Description: D-302/TAN FLOORING

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Tan	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-86A** Lab Sample ID: 041116226-0141  
Sample Description: D-302/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-86B** Lab Sample ID: 041116226-0142  
Sample Description: D-302/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-87A** Lab Sample ID: 041116226-0143  
Sample Description: 3RD FLOOR - C WING /STAIR/OFF WHITE TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	92%	8% Chrysotile	✓

Client Sample ID: **0613EMM-87B** Lab Sample ID: 041116226-0144  
Sample Description: 3RD FLOOR - C WING /STAIR/OFF WHITE TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011				Stop Positive (Not Analyzed)	✓

Client Sample ID: **0613EMM-88A** Lab Sample ID: 041116226-0145  
Sample Description: 3RD FLOOR - C WING /STAIR/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-88B** Lab Sample ID: 041116226-0146  
Sample Description: 3RD FLOOR - C WING /STAIR/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-89** Lab Sample ID: 041116226-0147  
Sample Description: JC - CLOSETS - ADJ. 402/12x12 GREY TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	Recommend TEM. ✓

Client Sample ID: **0613EMM-90** Lab Sample ID: 041116226-0148  
Sample Description: JC - CLOSETS - ADJ. 402/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-91A** Lab Sample ID: 041116226-0149  
Sample Description: B-403/12x12 BEIGE/TAN TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Beige	0%	100%	None Detected	✓



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-91B** Lab Sample ID: 041116226-0150  
Sample Description: B-403/12x12 BEIGE/TAN TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Beige	0%	100%	None Detected	

Client Sample ID: **0613EMM-92A** Lab Sample ID: 041116226-0151  
Sample Description: B-403/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-92B** Lab Sample ID: 041116226-0152  
Sample Description: B-403/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-93** Lab Sample ID: 041116226-0153  
Sample Description: ACROSS A-400/12x12 WHITE COLOR STREAKS TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	100%	None Detected	

Client Sample ID: **0613EMM-94** Lab Sample ID: 041116226-0154  
Sample Description: ACROSS A-400/YELLOW MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Yellow	0%	100%	None Detected	

Client Sample ID: **0613EMM-95A** Lab Sample ID: 041116226-0155  
Sample Description: D-WING/CEMENT FLOORING UNDER CARPET

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-95B** Lab Sample ID: 041116226-0156  
Sample Description: D-WING/CEMENT FLOORING UNDER CARPET

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-96A** Lab Sample ID: 041116226-0157  
Sample Description: D-WING - D - 106/1HTE LEVELER/FLOORING UNDER CARPET

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-96B** Lab Sample ID: 041116226-0158  
Sample Description: D-WING - D - 306/1HTE LEVELER/FLOORING UNDER CARPET

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Gray	0%	100%	None Detected	

Client Sample ID: **0613EMM-97** Lab Sample ID: 041116226-0159  
Sample Description: FRONT ROOM - 1ST FLOOR/LEVELER

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	



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Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-98 Lab Sample ID: 041116226-0160  
Sample Description: 1ST FLOOR UNDER ORIGINAL CARPET/GRAY LEVELER

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Gray	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-99A Lab Sample ID: 041116226-0161  
Sample Description: 1ST FLOOR FRONT ROOM/12x12 WHITE/BLACK TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-99B Lab Sample ID: 041116226-0162  
Sample Description: 1ST FLOOR FRONT ROOM/12x12 WHITE/BLACK TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-100A Lab Sample ID: 041116226-0163  
Sample Description: 1ST FLOOR FRONT ROOM/MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-100B Lab Sample ID: 041116226-0164  
Sample Description: 1ST FLOOR FRONT ROOM/MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/25/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-101A Lab Sample ID: 041116226-0165  
Sample Description: 1ST FLOOR CENTER OFFICE STORAGE CUBE/TAN FLOORING 12x12

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/27/2011	Tan/White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-101B Lab Sample ID: 041116226-0166  
Sample Description: 1ST FLOOR CENTER OFFICE STORAGE CUBE/TAN FLOORING 12x12

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/27/2011	Tan/White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-102A Lab Sample ID: 041116226-0167  
Sample Description: 1ST FLOOR CENTER OFFICE STORAGE CUBE/BLACK MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/22/2011	Black	4%	96%	None Detected	

Client Sample ID: 0613EMM-102B Lab Sample ID: 041116226-0168  
Sample Description: 1ST FLOOR CENTER OFFICE STORAGE CUBE/BLACK MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/27/2011	Brown	0%	100%	None Detected	

Client Sample ID: 0613EMM-103A Lab Sample ID: 041116226-0169  
Sample Description: 1ST FLOOR FRONT CENTER RIGHT OFFICES/12x12 BEIGE TILE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Beige	0%	100%	None Detected	



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Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-104A
Sample Description: 1ST FLOOR FRONT CENTER RIGHT OFFICES/YELLOW MASTIC
Lab Sample ID: 041116226-0170

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Yellow, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-105
Sample Description: D-WING OFFICES 1ST FLOOR/12x12 TILE OFF WHITMASTICE
Lab Sample ID: 041116226-0171

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, White, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-106
Sample Description: D-WING OFFICES 1ST FLOOR/12x12 WHITE/GREY TILE
Lab Sample ID: 041116226-0172

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Black, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-107
Sample Description: FRONT CUSTODIAL CLOSET/BLACK MASTIC
Lab Sample ID: 041116226-0173

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: 400 PLM Pt Ct, 6/22/2011, Gray/White, 0%, 99.5%, .5% Chrysotile.

Client Sample ID: 0613EMM-108
Sample Description: FRONT CUSTODIAL CLOSET/12x12 BEIGE/OFF-WHITE TILE
Lab Sample ID: 041116226-0174

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Black, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-103B
Sample Description: 1ST FLOOR - REAR CENTER OFFICES/YELLOW MASTIC
Lab Sample ID: 041116226-0175

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Beige, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-104B
Sample Description: 1ST FLOOR - REAR CENTER OFFICES/YELLOW MASTIC
Lab Sample ID: 041116226-0176

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Yellow, 0%, 100%, None Detected.

Client Sample ID: 0613EMM-105 caved in
Sample Description: D-WING - ~~GOWE~~-IN/BLACK MASTIC
Lab Sample ID: 041116226-0177

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Black, 0%, 100%, None Detected. Comment: This sample is mastic. Previous 105 was a floor.

Client Sample ID: 0613EMM-106 caved in
Sample Description: D-WING - ~~GOWE~~-IN/FLOORING 12x12
Lab Sample ID: 041116226-0178

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, White, 0%, 100%, None Detected. Comment: This sample is a floor tile. Previous 106 was blac

Client Sample ID: 0613EMM-107
Sample Description: D-WING ADJ. MEDR/12x12 BLUE TILE
Lab Sample ID: 041116226-0179

Table with columns: TEST, Analyzed Date, Color, Non-Asbestos Fibrous, Non-Fibrous, Asbestos, Comment. Row 1: PLM, 6/24/2011, Blue, 0%, 100%, None Detected. Comment: Sample not homogenous with previous 107. Pre



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Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-108 Lab Sample ID: 041116226-0180  
Sample Description: D-WING ADJ. MEDR/BLACK MASTIC

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Black	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-109A Lab Sample ID: 041116226-0181  
Sample Description: D-408 BATH/CERAMIC FLOOR UNDSETT

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray/White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-109B Lab Sample ID: 041116226-0182  
Sample Description: LOBBY ENTRANCE/CERAMIC FLOOR UNDSETT

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray/White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-110A Lab Sample ID: 041116226-0183  
Sample Description: D-WING MENS ROOM/CERAMIC ADHESIVE - YELLOW

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-110B Lab Sample ID: 041116226-0184  
Sample Description: ORIGINAL WING/CERAMIC ADHESIVE - YELLOW

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-111A Lab Sample ID: 041116226-0185  
Sample Description: 1ST FLOOR ORIGINAL/CERAMIC FLOOR BACKING - PAPER/ADHESIVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown/Black	80%	20%	None Detected	✓

Client Sample ID: 0613EMM-111B Lab Sample ID: 041116226-0186  
Sample Description: 1ST FLOOR ORIGINAL/CERAMIC FLOOR BACKING - PAPER/ADHESIVE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown/Black	80%	20%	None Detected	✓

Client Sample ID: 0613EMM-112A Lab Sample ID: 041116226-0187  
Sample Description: 1ST FLOOR/CERAMIC FLOOR GROUT

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-112B Lab Sample ID: 041116226-0188  
Sample Description: 1ST FLOOR/CERAMIC FLOOR GROUT

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-113A Lab Sample ID: 041116226-0189  
Sample Description: 1ST FRONT BUSINESS OFFICE/CARPET GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	✓



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: **0613EMM-113B** Lab Sample ID: 041116226-0190  
Sample Description: D-WING - 4TH FLOOR - COVEBASE/CARPET GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-114A** Lab Sample ID: 041116226-0191  
Sample Description: FRONT ROOM - 1ST FLOOR/WALL PANEL GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-114B** Lab Sample ID: 041116226-0192  
Sample Description: FRONT ROOM - 1ST FLOOR/WALL PANEL GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-115** Lab Sample ID: 041116226-0193  
Sample Description: CHANGE RMS 1-8/WALL PANEL GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	80%	20%	None Detected	✓

Client Sample ID: **0613EMM-116** Lab Sample ID: 041116226-0194  
Sample Description: X-RAY 1/WALL PANEL GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	96%	4% Chrysotile	✓

Client Sample ID: **0613EMM-117** Lab Sample ID: 041116226-0195  
Sample Description: A-WING 1ST FLOOR/WALL PANEL GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-118** Lab Sample ID: 041116226-0196  
Sample Description: 1ST FLOOR AT SIGN - CORRIDOR AT LEFT ENTRANCE/BLACK WALL PANEL BLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Black	0%	95%	5% Chrysotile	✓

Client Sample ID: **0613EMM-119** Lab Sample ID: 041116226-0197  
Sample Description: C-WING/BLACK COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Black	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-120** Lab Sample ID: 041116226-0198  
Sample Description: C-WING/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: **0613EMM-121** Lab Sample ID: 041116226-0199  
Sample Description: FRONT ROOM - 1ST FLOOR/6" BLACK COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Black	0%	100%	None Detected	✓



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Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-122 Lab Sample ID: 041116226-0200  
Sample Description: FRONT ROOM - 1ST FLOOR/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-123 Lab Sample ID: 041116226-0201  
Sample Description: 1ST FLOOR - REAR CENTER REAR/TAN 4" COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Tan	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-124 Lab Sample ID: 041116226-0202  
Sample Description: 1ST FLOOR - REAR CENTER REAR/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-125 Lab Sample ID: 041116226-0203  
Sample Description: 1ST FLOOR - NEW CENTER OFFICE AREA/RED COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Red	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-126 Lab Sample ID: 041116226-0204  
Sample Description: 1ST FLOOR - NEW CENTER OFFICE AREA/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-127 Lab Sample ID: 041116226-0205  
Sample Description: D-WING D-407/4" PINK COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Pink	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-128 Lab Sample ID: 041116226-0206  
Sample Description: D-WING D-407/YELLOW COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-129 Lab Sample ID: 041116226-0207  
Sample Description: 2ND FLOOR - D-WING/TAN COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Tan/White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-130 Lab Sample ID: 041116226-0208  
Sample Description: B-WING - 2ND FLOOR/DARK PINK COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Pink	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-131 Lab Sample ID: 041116226-0209  
Sample Description: B-WING - 2ND FLOOR/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	✓



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Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Client Sample ID: 0613EMM-132 Lab Sample ID: 041116226-0210  
Sample Description: D-WING STORAGE ADJ. BATH/MAUVE COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Mauve	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-133 Lab Sample ID: 041116226-0211  
Sample Description: D-WING STORAGE ADJ. BATH/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-134 Lab Sample ID: 041116226-0212  
Sample Description: B - 304/DARK RED COVE BASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Red	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-135 Lab Sample ID: 041116226-0213  
Sample Description: B - 304/YELLOW COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-136 Lab Sample ID: 041116226-0214  
Sample Description: D-407/BLUE COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Blue	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-137 Lab Sample ID: 041116226-0215  
Sample Description: D-407/YELLOW COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-138 Lab Sample ID: 041116226-0216  
Sample Description: ORIGINAL BUILDING/6" COVEBASE WHITE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-139 Lab Sample ID: 041116226-0217  
Sample Description: ORIGINAL BUILDING/6" COVEBASE WHITE GLUE TAN/OFF WHITE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-140 Lab Sample ID: 041116226-0218  
Sample Description: X-RAY/WHITE COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Tan/White	0%	100%	None Detected	✓

Client Sample ID: 0613EMM-141 Lab Sample ID: 041116226-0219  
Sample Description: D-302/4" OFF WHITE COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	✓



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**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

**Client Sample ID:** 0613EMM-142 **Lab Sample ID:** 041116226-0220  
**Sample Description:** 1ST FLOOR FRONT RIGHT OFFICES/4" TAN COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-143 **Lab Sample ID:** 041116226-0221  
**Sample Description:** 1ST FLOOR FRONT RIGHT OFFICES/COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	White	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-144 **Lab Sample ID:** 041116226-0222  
**Sample Description:** D - 106/GREY COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Gray	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-145 **Lab Sample ID:** 041116226-0223  
**Sample Description:** D - 106/YELLOW COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Yellow	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-146 **Lab Sample ID:** 041116226-0224  
**Sample Description:** A-2-3/BROWN 4" COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-147 **Lab Sample ID:** 041116226-0225  
**Sample Description:** A-2-3/TAN COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Tan	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-148 **Lab Sample ID:** 041116226-0226  
**Sample Description:** 301/6" BROWN COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-149 **Lab Sample ID:** 041116226-0227  
**Sample Description:** 301/BROWN COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-150 **Lab Sample ID:** 041116226-0228  
**Sample Description:** B-402/4" BROWN COVEBASE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	

**Client Sample ID:** 0613EMM-151 **Lab Sample ID:** 041116226-0229  
**Sample Description:** B-402/BROWN COVEBASE GLUE

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/24/2011	Brown	0%	100%	None Detected	



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Attn: Carlos Texidor  
Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040

Proj: 20110331.A1E/FUSS & O'NEILL, INC.; 116 COOK AVE

Summary Test Report for Asbestos Analysis via EPA 600/R-93/116

Initial report from: 06/25/2011 07:59:37

Analyst(s)

Garret Vliet	PLM	(2)
Melanie Koenig	400 PLM Pt Ct	(3)
Nancy Stalter	PLM	(151)
Phong Nguyen	PLM	(25)
	PLM	(29)

210 Samples

Stephen Siegel, CIH, Laboratory Manager  
or other Approved Signatory

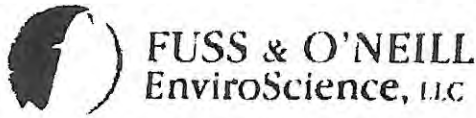
Any questions please contact Steve Siegel.

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036

041116048  
Roofs

45



116 Hartford Road, Manchester, CT 06109

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**SAMPLE LOG FOR ASBESTOS BULKS**

Sheet 1 of 4

Project Name: Fuss & O'Neill, Inc. Project No. 20110331.AIE  
 Building: 116 Cook Avenue, Meriden, CT Project Manager: CT  
 (Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0616EMM-01A	Roof - Entry corridor	top layer roof	
-01B	↓	↓	
-02A	↓	btm. layer roof	
-02B	↓	↓	
-03A	↓	parapet flashing	
-03B	↓	↓	
-04A	↓	perimeter flashing	
-04B	↓	↓	
-05A	↓	<del>black</del> black <sup>cmk</sup> to parapet	
-05B	↓	↓	
-06A	↓	white cmk to parapet	
-06B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instructions: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-16-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ \_\_\_\_\_ ] Date: [ \_\_\_\_\_ ] Time: \_\_\_\_\_

Samples Received by: DMB-FX-1215P Date: 6-18-11 Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_



041116048



116 Hartford Road, Manchester, CT 06040

www.fundo.co

860-646-2469 Fax: 860-649-688

SAMPLE LOG FOR ASBESTOS BULKS

Sheet 3 of 4

Project Name: Fuss & O'Neill, Inc. Project No: 20110331.AIE  
 Building: 116 Cook Avenue, Meriden, CT Project Manager: CT  
(Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0610 EMM-14A	Roof - A-wing - top layer	adhesive assoc. w/ rubber membrane	
-14B	↓	↓	
-15A	Roof - A-wing	Roof	
-15B	↓	↓	
-16A	↓	penetration flashing	
-16B	↓	↓	
-17	↓	flashing - upper section	
-18A	D-Wing roof	Roof	
-18B	Rear - 2 <sup>nd</sup> Floor - upper roof	↓	
-19A			
-19B			
-20	Rear roof - 2 <sup>nd</sup> Fl. (D/Wing)	Roof sealant/cmr/R	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-16-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [    ] Date: [    ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_



**FUSS & O'NEILL**  
EnviroScience, LLC

146 Hartford Road, Manchester, CT 06040

041116048

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**SAMPLE LOG FOR ASBESTOS BULKS**

Sheet 4 of 4

Project Name: Fuss & O'Neill, Inc. Project No. 20110331.AIE

Building: 116 Cook Avenue, Meriden, CT Project Manager: CT  
(Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0616EMM-21A	D-Wing	Flashy	
-21B	Rear 2 <sup>nd</sup> Floor roof	↓	
-22	A-Wing	parapet Flashy - upper	
-23A	<del>Rear</del> Rear 2 <sup>nd</sup> Floor roof	penetration Flashy - upper	
-23B	↓	↓	- lower
-24A	Rear 2 <sup>nd</sup> Floor roof	flashy comb or brick	
-24B	D-Wing	" " on parapet	
-25	Rear 2 <sup>nd</sup> Floor Roof	- top layer	
-26	↓	- btm layer	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_. Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 400 point count all samples of asbestos content < 1%, positive stop on all point counts.

Samples collected by: EMM Date: 6-16-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [ ] [ ] Date: [ ] [ ] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

EMMSL ANALYTICAL LAB  
 ANALYSIS REPORT  
 6/25/2011



**EMSL Analytical, Inc.**  
 200 Route 130 North, Cinnaminson, NJ 08077

Phone: (800) 220-3675 Fax: (856) 786-5974 Email: westmontslab@EMSL.com

Attn: **Karron Redfield**  
**Fuss & O'Neill EnviroScience, LLC**  
**146 Hartford Road**  
**Manchester, CT 06040**

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

Customer ID: ENVI54  
 Customer PO:  
 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048  
 EMSL Proj:  
 Analysis Date: 6/25/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-01A 041116048-0001	ROOF-ENTRY CORRIDOR - TOP LAYER OF ROOF	Brown/Black Fibrous Homogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected ✓
0616EMM-01B 041116048-0002	ROOF-ENTRY CORRIDOR - TOP LAYER OF ROOF	Brown/Black Fibrous Homogeneous		100% Non-fibrous (other)	None Detected ✓
0616EMM-02A 041116048-0003	ROOF-ENTRY CORRIDOR - BTM LAYER ROOF	Brown/Black Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected ✓
0616EMM-02B 041116048-0004	ROOF-ENTRY CORRIDOR - BTM LAYER ROOF	Brown/Black Fibrous Homogeneous	60% Cellulose	40% Non-fibrous (other)	None Detected
0616EMM-03A 041116048-0005	ROOF-ENTRY CORRIDOR - PARAPET FLASHING	Black Non-Fibrous Homogeneous		80% Non-fibrous (other)	20% Chrysotile ✓
0616EMM-03B 041116048-0006	ROOF-ENTRY CORRIDOR - PARAPET FLASHING				Stop Positive (Not Analyzed)

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank Di Crescenzo (6)  
 Phong Nguyen (26)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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Customer ID: ENV154  
 Customer PO:  
 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

EMSL Proj:  
 Analysis Date: 6/25/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-04A 041116048-0007	ROOF-ENTRY CORRIDOR - PERIMETER FLASHING	Black Non-Fibrous Homogeneous		85% Non-fibrous (other)	15% Chrysotile ✓
0616EMM-04B 041116048-0008	ROOF-ENTRY CORRIDOR - PERIMETER FLASHING				Stop Positive (Not Analyzed)
0616EMM-05A 041116048-0009	ROOF-ENTRY CORRIDOR - BLACK CAULK @ PARAPET	Black Non-Fibrous Homogeneous		85% Non-fibrous (other)	15% Chrysotile ✓
0616EMM-05B 041116048-0010	ROOF-ENTRY CORRIDOR - BLACK CAULK @ PARAPET				Stop Positive (Not Analyzed)
0616EMM-06A 041116048-0011	ROOF-ENTRY CORRIDOR - WHITE CAULK @ PARAPET	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected ✓
0616EMM-06B 041116048-0012	ROOF-ENTRY CORRIDOR - WHITE CAULK @ PARAPET	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected ✓

Initial report from 06/25/2011 14:31:17

Analyst(s)

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 Phong Nguyen (26)

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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Customer ID: ENVI54  
 Customer PO:  
 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048  
 EMSL Proj:  
 Analysis Date: 6/25/2011

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-07A 041116048-0013	ROOF-A-SIDE-STAIRWAY LOWER ROOF - ROOF	Black Non-Fibrous Homogeneous	30% Cellulose 30% Synthetic	40% Non-fibrous (other)	None Detected ✓
0616EMM-07B 041116048-0014	ROOF-A-SIDE-STAIRWAY LOWER ROOF - ROOF	Black Non-Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (other)	None Detected ✓
0616EMM-08A 041116048-0015	ROOF-A-SIDE-STAIRWAY LOWER ROOF - FLASHING/PARA PET	Black Non-Fibrous Homogeneous		88% Non-fibrous (other)	12% Chrysotile
0616EMM-08B 041116048-0016	ROOF-A-SIDE-STAIRWAY LOWER ROOF - FLASHING/PARA PET				Stop Positive (Not Analyzed)
0616EMM-09 041116048-0017	ROOF-A-SIDE-STAIRWAY LOWER ROOF - CAULK (GREY) SEALANT ON BRICK	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected ✓

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank Dicrescenzo (6)  
 Phong Nguyen (26)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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Customer ID: ENVI54  
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 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048  
 EMSL Proj:  
 Analysis Date: 6/25/2011

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-10 041116048-0018	ROOF-A-SIDE- STAIRWAY LOWER ROOF - CAULK/SEALANT (GREY) ON METAL COVERING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
0616EMM-11A 041116048-0019	ROOF-B/C WING - ROOF	Black Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
0616EMM-11B 041116048-0020	ROOF-B/C WING - ROOF				Stop Positive (Not Analyzed)
0616EMM-12A 041116048-0021	ROOF-B/C WING - PERIMETER FLASHING	Black Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
0616EMM-12B 041116048-0022	ROOF-B/C WING - PERIMETER FLASHING				Stop Positive (Not Analyzed)

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank Dicrescenzo (6)  
 Phong Nguyen (26)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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Customer ID: ENVI54  
 Customer PO:  
 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048  
 EMSL Proj:  
 Analysis Date: 6/25/2011

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-13A 041116048-0023	ROOF-B/C WING - PENETRATION FLASHING	Black Non-Fibrous Homogeneous		93% Non-fibrous (other)	7% Chrysotile
0616EMM-13B 041116048-0024	ROOF-B/C WING - PENETRATION FLASHING				Stop Positive (Not Analyzed)
0616EMM-14A 041116048-0025	ROOF-A-WING- TOP LAYER - ADHESIVE ASSOC W/ RUBBER MEMBRANE	Brown/Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected ✓
0616EMM-14B 041116048-0026	ROOF-A-WING- TOP LAYER - ADHESIVE ASSOC W/ RUBBER MEMBRANE	Yellow Non-Fibrous Heterogeneous	8% Cellulose	92% Non-fibrous (other)	None Detected ✓
0616EMM-15A 041116048-0027	ROOF-A-WING - ROOF	Black Non-Fibrous Homogeneous		90% Non-fibrous (other)	10% Chrysotile

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank Di Crescenzo (6)  
 Phong Nguyen (26)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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**Attn: Karron Redfield**  
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**146 Hartford Road**  
**Manchester, CT 06040**

Customer ID: ENVI54  
 Customer PO:  
 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

EMSL Proj:  
 Analysis Date: 6/25/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-15B 041116048-0028	ROOF-A-WING - ROOF				Stop Positive (Not Analyzed)
0616EMM-16A 041116048-0029	ROOF-A-WING - PENETRATION FLASHING	Black Non-Fibrous Homogeneous		94% Non-fibrous (other)	6% Chrysotile ✓
0616EMM-16B 041116048-0030	ROOF-A-WING - PENETRATION FLASHING				Stop Positive (Not Analyzed)
0616EMM-17 041116048-0031	ROOF-A-WING - FLASHING-UPPER SECTION	Black Non-Fibrous Homogeneous		91% Non-fibrous (other)	9% Chrysotile
0616EMM-18A 041116048-0032	D-WING ROOF - ROOF	Black/Silver Non-Fibrous Homogeneous	20% Cellulose 20% Glass	60% Non-fibrous (other)	None Detected ✓
0616EMM-18B 041116048-0033	REAR-2ND FLOOR-UPPER ROOF - ROOF	Black Non-Fibrous Heterogeneous	10% Cellulose 10% Glass	80% Non-fibrous (other)	None Detected ✓
0616EMM-19A 041116048-0034					Not Submitted

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank DiCrescenzo (6)  
 Phong Nguyen (26)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



**EMSL Analytical, Inc.**  
 200 Route 130 North, Cinnaminson, NJ 08077

Phone: (800) 220-3675 Fax: (856) 706-5974 Email: [westmont@slab@EMSL.com](mailto:westmont@slab@EMSL.com)

**Attn: Karron Redfield**  
**Fuss & O'Neill EnviroScience, LLC**  
**146 Hartford Road**  
**Manchester, CT 06040**

Customer ID: ENVI54  
 Customer PO:  
 Received: 06/18/11 12:15 PM  
 EMSL Order: 041116048

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

EMSL Proj:  
 Analysis Date: 6/25/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-19B 041116048-0035					Not Submitted
0616EMM-20 041116048-0036	REAR ROOF- 2ND FL (D/A WING) - ROOF SEALANT/CAULK	Black Non-Fibrous Homogeneous		91% Non-fibrous (other)	9% Chrysotile
0616EMM-21A 041116048-0037	D-WING - FLASHING	Black Non-Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
0616EMM-21B 041116048-0038	REAR-2ND FLOOR ROOF - FLASHING				Stop Positive (Not Analyzed)
0616EMM-22 041116048-0039	A-WING - PARAPET FLASHING- UPPER	Black/Silver Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected ✓
0616EMM-23A 041116048-0040	REAR-2ND FLOOR ROOF - PARAPET FLASHING- UPPER	Black Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank Dicrescenzo (6)  
 Phong Nguyen (26)

Stephen Siegel, CIH, Laboratory Manager  
 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc., Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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 Phone: (800) 220-3675 Fax: (958) 786-6974 Email: westmontaszlab@EMSL.com

Attn: **Karron Redfield**  
**Fuss & O'Neill EnviroScience, LLC**  
**146 Hartford Road**  
**Manchester, CT 06040**

Customer ID: ENVI54  
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 Received: 06/18/11 12:15 PM  
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Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

EMSL Proj:  
 Analysis Date: 6/25/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
0616EMM-23B 041116048-0041	REAR-2ND FLOOR ROOF - PARAPET FLASHING- LOWER				Stop Positive (Not Analyzed)
0616EMM-24A 041116048-0042	REAR-2ND FLOOR ROOF - FLASHING CAULK ON BRICK	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
0616EMM-24B 041116048-0043	D-WING - FLASHING CAULK ON PARAPET	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
0616EMM-25 041116048-0044	REAR-2ND FLOOR ROOF - TOP LAYER	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
0616EMM-26 041116048-0045	REAR-2ND FLOOR ROOF - BTM LAYER	Black Non-Fibrous Homogeneous		91% Non-fibrous (other)	9% Chrysotile

Initial report from 06/25/2011 14:31:17

Analyst(s)

Frank Dicrescenzo (6)  
 Phong Nguyen (26)

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 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



**FUSS & O'NEILL**  
EnviroScience, LLC

116 Hartford Road, Manchester, CT 06040

041116279

Exterior

23

www.fando.co

860 646 2469 Fax 860 649 688

**SAMPLE LOG FOR ASBESTOS BULKS**

Sheet 1 of 2

Project Name: Fuss & O'Neill, Inc. Project No. 20110331.AIE

Building: 116 Cook Avenue, Meriden, CT Project Manager: CT  
(Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0613EMM-01A	Exterior entry soffit	transite ceiling	
-01B	↓	↓	
-02A	A/D wing - ext. windows	Ext. window caulk	
-02B	↓	↓	
-03A	A/D wing - ext. door	Ext. door caulk	
-03B	↓ ext. vent	Ext. vent caulk	
-05A	B/C wing - ext. windows	Ext. window caulk	
-05B	↓	↓	
-06	↓	Ext. window glaze	
-07	B/C wing - ext. door	Ext. door caulk	
-08	↓ - ext. vent	Ext. vent caulk	
-09	Main Ent. - metal door	Ext. door caulk	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not layer samples unless indicated. EPA 100 point count all samples of asbestos content < 1% positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd]/[Sent by] [ \_\_\_\_\_ ] Date: [ \_\_\_\_\_ ] Time: \_\_\_\_\_

Samples Received by: DMB-AK-1215P Date: 6-18-11 Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

041116279



FUSS & O'NEILL  
EnviroScience, LLC

116 Hartford Road, Manchester, CT 06040

www.fusdo.co

860 646 2469 Fax 860 649 685

SAMPLE LOG FOR ASBESTOS BULK

Sheet 2 of 2

Project Name: Fuss & O'Neill, Inc. Project No. 20110331.A1E

Building: 110 Cook Avenue, Meriden, CT Project Manager: CT  
(Wings A, B, C, and D)

Sample ID	Sample Location	Material	Result (%)
0613EMM-10	Entry corridor - windows	Ext. w. glaze	
-11A	↓	Ext. window caulk	
-11B	↓	↓	
-12A	B/C Wing - exterior windows	grey caulk	
-12B	↓	↓	
-13A	↓	white caulk	
-13B	↓	↓	
-14A	stairway addition - windows	Ext. window caulk	
-14B	↓	↓	
-15A	Ext. - entry corridor	glue associated w/ metal soffit	
-15B	↓	↓	

Analysis Method:  PLM  Other

Turnaround Time 7 day

Based on the turnaround time indicated above, analyses are due to EnviroScience on or before this date: \_\_\_\_\_ Please call the EnviroScience Laboratory if analyses will be late at (860) 646-2469.

Fax Results to the EnviroScience Laboratory at: 860-812-2228.

Special Instruction: Stop analysis on first positive sample in each homogeneous set of samples unless otherwise noted. Do not flag samples unless indicated. EPA 100 point count all samples of asbestos content < 4% positive stop on all point counts.

Samples collected by: EMM Date: 6-13-11 Time: \_\_\_\_\_

Samples [Rec'd][Sent by] [\_\_\_\_\_] [\_\_\_\_\_] Date: [\_\_\_\_\_] [\_\_\_\_\_] Time: \_\_\_\_\_

Samples Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL State NJ  Other \_\_\_\_\_

Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

FOR ANALYSIS ONLY  
ANALYTICAL FILE



**EMSL Analytical, Inc.**

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**Attn:** Carlos Texidor  
 Fuss & O'Neill EnviroScience, LLC  
 146 Hartford Road  
 Manchester, CT 06040

EMSL Order: 041116279  
 Customer ID: ENVI54  
 Collected: 6/13/2011 12:00:00AM  
 Received: 6/18/2011

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Proj: 116 COOK AVE MERIDEN CT WINGS A, B, C, D; EXTERIOR; 20110331.AIE

**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID:	0613EMM-01A	Lab Sample ID:	041116279-0001
Sample Description:	EXTERIOR ENTRY SOFFIT/TRANSITE CEILING		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	White	0% 80% 20% Chrysotile ✓
Client Sample ID:	0613EMM-01B	Lab Sample ID:	041116279-0002
Sample Description:	EXTERIOR ENTRY SOFFIT/TRANSITE CEILING		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011		Stop Positive (Not Analyzed)
Client Sample ID:	0613EMM-02A	Lab Sample ID:	041116279-0003
Sample Description:	A/D WING - EXTERIOR WINDOWS/EXTERIOR WINDOW CAULK		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓
Client Sample ID:	0613EMM-02B	Lab Sample ID:	041116279-0004
Sample Description:	A/D WING - EXTERIOR WINDOWS/EXTERIOR WINDOW CAULK		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓
Client Sample ID:	0613EMM-03	Lab Sample ID:	041116279-0005
Sample Description:	A/D WING - EXTERIOR DOOR/EXTERIOR DOOR CAULK		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓
Client Sample ID:	0613EMM-04	Lab Sample ID:	041116279-0006
Sample Description:	A/D WING - EXTERIOR VENT/EXTERIOR VENT CAULK		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓
Client Sample ID:	0613EMM-05A	Lab Sample ID:	041116279-0007
Sample Description:	B/C WING EXTERIOR WINDOWS/EXTERIOR WINDOW CAULK		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓
Client Sample ID:	0613EMM-05B	Lab Sample ID:	041116279-0008
Sample Description:	B/C WING EXTERIOR WINDOWS/EXTERIOR WINDOW CAULK		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓
Client Sample ID:	0613EMM-06	Lab Sample ID:	041116279-0009
Sample Description:	B/C WING EXTERIOR WINDOWS/EXTERIOR WINDOW GLAZE		
TEST	Analyzed Date	Color	Non-Asbestos Fibrous Non-Fibrous Asbestos Comment
PLM	6/25/2011	Brown	0% 100% None Detected ✓



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Attn: Carlos Texidor  
 Fuss & O'Neill EnviroScience, LLC  
 146 Hartford Road  
 Manchester, CT 06040

Proj: 116 COOK AVE MERIDEN CT WINGS A, B, C, D; EXTI

**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: <b>0613EMM-07</b>							Lab Sample ID: 041116279-0010
Sample Description: B/C WING EXTERIOR DOOR/EXTERIOR DOOR CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	8/25/2011	Brown	0%	100%	None Detected	✓	
Client Sample ID: <b>0613EMM-08</b>							Lab Sample ID: 041116279-0011
Sample Description: B/C WING EXTERIOR VENT/EXTERIOR VENT CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	8/25/2011	Brown	0%	100%	None Detected	✓	
Client Sample ID: <b>0613EMM-09</b>							Lab Sample ID: 041116279-0012
Sample Description: MAIN ENTRANCE METAL DOOR/EXTERIOR DOOR CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/25/2011	Brown	2%	98%	None Detected	✓	
Client Sample ID: <b>0613EMM-10</b>							Lab Sample ID: 041116279-0013
Sample Description: ENTRY CORRIDOR - WINDOWS/EXTERIOR WINDOW GLAZE							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	8/25/2011	Brown	0%	100%	None Detected	✓	
Client Sample ID: <b>0613EMM-11A</b>							Lab Sample ID: 041116279-0014
Sample Description: ENTRY CORRIDOR - WINDOWS/EXTERIOR WINDOW CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/26/2011	Gray	0%	97%	3% Anthophyllite	suggest tem ✓	
Client Sample ID: <b>0613EMM-11B</b>							Lab Sample ID: 041116279-0015
Sample Description: ENTRY CORRIDOR - WINDOWS/EXTERIOR WINDOW CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/26/2011		Stop Positive (Not Analyzed)				
Client Sample ID: <b>0613EMM-12A</b>							Lab Sample ID: 041116279-0016
Sample Description: B/C WING - EXTERIOR WINDOW SILLS/GREY CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/26/2011	Gray	0%	95%	3% Anthophyllite 2% Chrysotile	✓ (1A)	
Client Sample ID: <b>0613EMM-12B</b>							Lab Sample ID: 041116279-0017
Sample Description: B/C WING - EXTERIOR WINDOW SILLS/GREY CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
PLM	6/26/2011		Stop Positive (Not Analyzed)				
Client Sample ID: <b>0613EMM-13A</b>							Lab Sample ID: 041116279-0018
Sample Description: B/C WING - EXTERIOR WINDOW SILLS/WHITE CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
400 PLM Pt Ct	6/26/2011	Gray/White	0%	99.75%	.25% Chrysotile		
Client Sample ID: <b>0613EMM-13B</b>							Lab Sample ID: 041116279-0019
Sample Description: B/C WING - EXTERIOR WINDOW SILLS/WHITE CAULK							
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment	
			Fibrous	Non-Fibrous			
400 PLM Pt Ct	6/26/2011	Gray/White	0%	100%	<0.25% Chrysotile		



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Fuss & O'Neill EnviroScience, LLC  
146 Hartford Road  
Manchester, CT 06040

Proj: 116 COOK AVE MERIDEN CT WINGS A, B, C, D; EXT

**Summary Test Report for Asbestos Analysis via EPA 600/R-93/116**

Client Sample ID: <b>0613EMM14A</b>						Lab Sample ID: 041116279-0020
Sample Description: STAIRWAY ADDITION WINDOWS/EXTERIOR WINDOW CAULK						✓
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/26/2011	Gray	3%	97%	<b>None Detected</b>	
Client Sample ID: <b>0613EMM-14B</b>						Lab Sample ID: 041116279-0021
Sample Description: STAIRWAY ADDITION WINDOWS/EXTERIOR WINDOW CAULK						✓
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/27/2011	Gray	2%	98%	<b>None Detected</b>	
Client Sample ID: <b>0613EMM-15A</b>						Lab Sample ID: 041116279-0022
Sample Description: EXTERIOR ENTRY CORRIDOR/GLUE ASSOCIATED WITH METAL SOFFIT						✓
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/26/2011	Black/Silver	0%	100%	<b>None Detected</b>	
Client Sample ID: <b>0613EMM-15B</b>						Lab Sample ID: 041116279-0023
Sample Description: EXTERIOR ENTRY CORRIDOR/GLUE ASSOCIATED WITH METAL SOFFIT						✓
TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	6/27/2011	Various	0%	100%	<b>None Detected</b>	

Initial report from: 06/27/2011 08:05:35

**Analyst(s)**

Chris Little	400 PLM Pt Ct	(2)
	PLM	(2)
Dave Poitras	PLM	(12)
Naadira Carter	PLM	(4)

Stephen Siegel, CIH, Laboratory Manager  
or other Approved Signatory

Any questions please contact Steve Siegel.

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10572, NJ DEP 03036



**Asbestos Chain of Custody**  
**EMSL Order Number (Lab Use Only):**

241104678

EMSL ANALYTICAL, INC.  
 4 FAIRFIELD BLVD  
 WALLINGFORD, CT 06492  
 PHONE: (203) 284-5948  
 FAX: (203) 284-5978

Company: <u>FVSS &amp; Pinelli EnviroScene</u>		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different <small>If Bill to is Different note instructions in Comments**</small>	
Street: <u>Mt Hartford Rd.</u>		Third Party Billing requires written authorization from third party	
City: <u>Manchester</u>	State/Province:	Zip/Postal Code:	Country: <u>USA</u>
Report To (Name): <u>Karron Redfield / CT</u>		Fax #:	
Telephone #:		Email Address:	
Project Name/Number: <u>20110331, AHE</u>		U.S. State Samples Taken: <u>CT</u>	
Please Provide Results: <input type="checkbox"/> Fax <input type="checkbox"/> Email <input type="checkbox"/> Purchase Order:			
<b>Turnaround Time (TAT) Options* - Please Check</b>			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
<small>*For TEM Air 3 hr through 6 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.</small>			
<b>PCM - Air</b> <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA		<b>TEM - Air</b> <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	
<b>PLM - Bulk (reporting limit)</b> <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)		<b>TEM - Bulk</b> <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5 <b>TEM - Water: EPA 100.2</b> Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking	
		<b>TEM - Dust</b> <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)	
		<b>Soil/Rock/Vermiculite</b> <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> EPA Protocol (Semi-Quantitative) <input type="checkbox"/> EPA Protocol (Quantitative)	
		<b>Other:</b> <input type="checkbox"/>	
<input checked="" type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm	
Samplers Name: <u>EMM</u>		Samplers Signature:	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
<u>0128EMM-C1A</u>	<u>ceramic wall tile adhesive - Boiler rm.</u>		
<u>-01B</u>	↓		
<u>-02A</u>	<u>pipe fitting ins.</u>		
<u>-02B</u>	↓		
<u>-02C</u>	↓		
<u>-03AC</u>	<u>breachy ins.</u>		
<u>-04AC</u>	<u>ceiling electrical rm. adj. boiler rm.</u>		
Client Sample # (s):		Total # of Samples: <u>11</u>	
Relinquished (Client): <u>Edwin Boyd</u>		Date: <u>11-28-11</u>	Time: <u>P.M.</u>
Received (Lab):		Date:	Time:
Comments/Special Instructions:		RECEIVED NOV 28 2011 By: <u>[Signature]</u> 13:15 Walk-in	



**EMSL Analytical, Inc.**  
4 Fairfield Boulevard, Wallingford, CT 06492

Phone: 203-284-5948 Fax: (203) 284-2978 Email: wallingfordlab@emsl.com

Attn: **Karron Redfield**  
**Fuss & O'Neill EnviroScience, LLC**  
**146 Hartford Road**  
**Manchester, CT 06040**

Customer ID: ENV154  
Customer PO:  
Received: 11/28/11 1:15 PM  
EMSL Order: 241104678

Fax: (888) 838-1160 Phone: (860) 646-2469  
Project: 20110331.A1E

EMSL Proj:  
Analysis Date: 12/1/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1128EMM-01A 241104678-0001	Boiler RM.- Ceramic wall adhesive	Tan Non-Fibrous Heterogeneous	<1% Cellulose <1% Fibrous (other)	100% Non-fibrous (other)	None Detected
1128EMM-01B 241104678-0002	Boiler RM.- Ceramic wall adhesive	Tan Non-Fibrous Heterogeneous	<1% Cellulose <1% Fibrous (other)	100% Non-fibrous (other)	None Detected
1128EMM-02A 241104678-0003	Boiler RM.- Pipe fitting ins.	Gray Fibrous Heterogeneous	15% Min. Wool 12% Cellulose	73% Non-fibrous (other)	None Detected
1128EMM-02B 241104678-0004	Boiler RM.- Pipe fitting ins.	Gray Fibrous Heterogeneous	18% Min. Wool 5% Cellulose	77% Non-fibrous (other)	None Detected
1128EMM-02C 241104678-0005	Boiler RM.- Pipe fitting ins.	Gray Fibrous Heterogeneous	12% Min. Wool 3% Cellulose	85% Non-fibrous (other)	None Detected
1128EMM-03A 241104678-0006	Boiler RM.- Breaching ins.	Gray Fibrous Heterogeneous	<1% Cellulose	40% Non-fibrous (other)	60% Chrysotile
1128EMM-03B 241104678-0007	Boiler RM.- Breaching ins.				Stop Positive (Not Analyzed)

Initial report from 12/01/2011 10:38:41

Analyst(s)

Todd Patrick (3)  
William Shedrawy (6)

Gloria V. Oriol, Laboratory Manager  
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.  
Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.



**EMSL Analytical, Inc.**  
 4 Fairfield Boulevard, Wallingford, CT 06492

Phone: 203-284-5948 Fax: 1203-284-5978 Email: wallingfordlab@emsl.com

Attn: **Karron Redfield**  
**Fuss & O'Neill EnviroScience, LLC**  
**146 Hartford Road**  
**Manchester, CT 06040**

Fax: (888) 838-1160 Phone: (860) 646-2469  
 Project: 20110331.A1E

Customer ID: ENVI54  
 Customer PO:  
 Received: 11/28/11 1:15 PM  
 EMSL Order: 241104678  
 EMSL Proj:  
 Analysis Date: 12/1/2011

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 and/or EPA 600/M4-82-020 Method(s) using Polarized Light Microscopy**

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1128EMM-03C 241104678-0008	Boiler RM.- Breeching ins.				Stop Positive (Not Analyzed)
1128EMM-04A 241104678-0009	Electrical RM. adj. boiler RM.- Ceiling	Tan Non-Fibrous Heterogeneous	6% Cellulose	94% Non-fibrous (other)	None Detected
1128EMM-04B 241104678-0010	Electrical RM. adj. boiler RM.- Ceiling	Tan Non-Fibrous Heterogeneous	4% Cellulose	96% Non-fibrous (other)	None Detected
1128EMM-04C 241104678-0011	Electrical RM. adj. boiler RM.- Ceiling	Tan Non-Fibrous Heterogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected

Initial report from 12/01/2011 10:38:41

Analyst(s)

Todd Patrick (3)  
 William Shedrawy (6)

Gloria V. Oriol, Laboratory Manager  
 or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.  
 Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0.



FUSS & O'NEILL  
EnviroScience, LLC

## **Appendix B**

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### **Lead Paint Testing Procedures and Equipment**

## STANDARD OPERATING PROCEDURES LEAD-BASED PAINT LIMITED SCREENINGS

### TESTING PROCEDURES AND EQUIPMENT

The U. S. Department of Housing and Urban Development (HUD) "Guidelines for the Evaluation and Control of Lead Hazards in Housing, September 1997," were consulted for this lead paint screening. HUD has been the agency at the federal level with responsibility for the establishment of national lead-based paint standards for testing and abatement. The HUD document will be referenced as the Guidelines in this document. The HUD Guidelines are specific to child occupied dwelling units or target housing and are not wholly applicable to limited screenings. Additionally, most New England States have regulations and standards with regard to lead paint testing and abatement in child occupied facilities. EnviroScience shall consult these regulations and standards prior to beginning testing. Some states have reporting requirements if certain threshold values for lead paint are found and certain conditions exist. EnviroScience reports any specific testing results required by State laws as licensed inspectors and consultants in these circumstances.

This lead evaluation was a Lead-Based Paint Limited Screening. Both the proposed scope of work and the final report will note this type of evaluation was done. A Lead Paint Limited Screening is performed in order to determine through representative testing the lead paint history of a property. However, conclusions about untested areas cannot be reliably determined based on the limited testing that was done. Comprehensive inspections involve testing of representative components in each and every room of a building. A Lead-Based Paint Limited Screening is conducted in representative locations and not necessarily every room. The intent is to collect a sufficient number of readings using field instrumentation to characterize a given component or surface. Representative components are classified as testing combinations. The age and use of the functional space, component type, and substrate type are used to characterize a testing combination for purposes of a Lead-Based Paint Limited Screening. Considering age of the structure inspectors determine original dates of construction and any major renovations to the original building. Interior spaces where major renovation has occurred are also treated as separate spaces. A functional space is a room or group of rooms used for similar purposes where painting is presumed to be uniform.

Inspectors perform Lead-Based Paint Limited Screening on representative components ensuring randomization in the selection of components. EnviroScience utilizes a protocol of a minimum of three (3) rooms with similar building components and surfaces are comprehensively tested similar to inspections for HUD compliance or state regulated inspections. (For example, living room, kitchen, and a bedroom may be comprehensively tested in a 6-room apartment). In this protocol specific unique components are tested in any other locations in the dwelling. Inspectors shall record readings utilizing portable field instrumentation.

Conclusions in a Lead-Based Paint Limited Screening is made based on consistent findings in the limited number of readings collected for a given testing combination. Inspectors conduct more readings if trends or similar findings are not found during such a limited screening process. In reporting findings and use in cost estimating, EnviroScience shall use limited screening information to extrapolate (or presume) that the untested areas have similar paint history as to those areas where limited screenings were conducted. (For example if in the three locations tested, all window sashes contained threshold values of lead paint above HUD or other State regulatory levels, then EnviroScience would detail in the report that all such components in the dwelling should be presumed to contain lead paint or recommend them to be tested further).

Lead-based paint surfaces and components were identified by utilizing on-site x-ray fluorescence (XRF) instruments. Fuss & O'Neill EnviroScience, LLC owns and maintains two different types of

XRFs for testing for lead-based paint. These instruments are four (4) Radiation Monitoring Device LPA-1s (RMD) and a Scitec MAP 4 analyzer. Each of these instruments is operated in accordance with state and federal and manufacturer standards on the use of the instruments. State and federal protocols provide, with the exception of wall surfaces, one reading with the instrument on a representative component in each room, i.e., baseboard, chair rail, etc., as sufficient to establish the lead paint classification of all the representatives of that component type in a room. In the case of walls, because of the large spacial areas involved and the variability in lead content in paint over such large areas, the federal and state governments want a reading on each wall surface in a room. Therefore, representative testing is not permitted for walls.

The federal government has developed Performance Characteristic Sheets (PCS) for each of the types of instruments cited above. Each instrument must be calibrated in accordance with these PCSs on a 1.0-milligram lead standard. Each of EnviroScience's instruments has one of these standards assigned to it. Some of the standards were purchased directly from the government and the others from the manufacturers of the instruments.

For the Scitec MAP 4 instrument, on one or more substrates, substrate interference can affect the validity of the result. For this instrument, if the reading is below 4.0 mg/cm<sup>2</sup>, a Substrate Equivalent Lead (SEL) was determined on certain substrates in the Screen and Test Modes of the instrument. For the RMD in the standard reading mode on metal, an SEL also has to be determined. To determine the SEL, the paint is removed from the surface of the component to obtain a bare substrate reading. After removing the paint, the surface is wiped with a 5% trisodium phosphate solution (a heavy duty cleaner). All paint residue is collected and properly disposed of. Once the paint and surrounding area are cleaned, the XRF is utilized to determine the SEL for each surface. The SEL values are subtracted from the XRF values to determine the Corrected Lead Concentration (CLC). The CLC is the lead content of the paint on the component tested.

Each of the types of instruments has federal government-determined positive and negative ranges for the definition of lead-based paint. In addition, the Scitec MAP 4 also has inconclusive ranges in many of its reading modes. XRF results are classified using either the threshold or the inconclusive range. For the threshold, results are classified as positive if they are greater than or equal to the threshold and negative if they are less than the threshold. There is no inconclusive classification when using the threshold. For the inconclusive range, results are classified as positive if they are greater than the upper limit of the inconclusive range and negative if they are less than the lower limit of the inconclusive range. The ranges for each of the types of instruments and their various operating modes are as follows:

Radiation Monitoring Device LPA Analyzer 1

<b>30-Second Standard Mode Reading Description</b>	<b>Substrate</b>	<b>Threshold (mg/cm<sup>2</sup>)</b>
Results corrected for substrate bias on metal substrate only.	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	0.9
	Plaster	1.0
	Wood	1.0

Quick Mode Reading Description	Substrate	Threshold (mg/cm <sup>2</sup> )	Inconclusive Range (mg/cm <sup>2</sup> )
Readings not corrected for substrate bias on any substrate.	Brick	1.0	None
	Concrete	1.0	None
	Drywall	1.0	None
	Metal	1.0	None
	Plaster	1.0	None
	Wood	1.0	None

Scitex MAP 4 Spectrum Analyzer

Unlimited Mode Reading Description	Substrate	Inconclusive Range (mg/cm <sup>2</sup> )
Results not corrected for substrate bias for unlimited mode readings.	Brick	0.91 to 1.19
	Concrete	0.91 to 1.19
	Drywall	0.91 to 1.19
	Metal	0.91 to 1.19
	Plaster	0.91 to 1.19
	Wood	0.91 to 1.19

Screen Mode Reading Description	Substrate	Inconclusive Range (mg/cm <sup>2</sup> )
Results corrected for substrate bias on drywall, metal, and wood substrates.	Brick	0.91 to 1.09
	Concrete	0.91 to 1.09
	Drywall	0.91 to 1.39
	Metal	0.91 to 1.19
	Plaster	0.91 to 1.09
	Wood	0.91 to 1.29

Test Mode Reading Description	Substrate	Threshold (mg/cm <sup>2</sup> )	Inconclusive Range (mg/cm <sup>2</sup> )
Readings corrected for substrate bias for test mode readings on drywall, metal, and wood substrates only.	Brick	0.9	None
	Concrete	0.9	None
	Drywall	None	0.91 to 1.39
	Metal	None	0.91 to 1.09
	Plaster	0.9	None
	Wood	None	0.91 to 1.29

If a reading falls in the inconclusive range, either the lead inspector should be authorized by the client to take a paint chip sample to determine whether the final result is either positive or negative after laboratory analysis, or the result can be categorized as suspect positive and treated accordingly. If it is not confirmed with laboratory analysis, it cannot be assumed to be negative for toxic levels of lead. If it is assumed to be positive, it can either be abated as a positive if the condition of the surface and/or location of the component require this treatment under Connecticut and/or HUD regulations, or it can be managed in place as a positive component in accordance with the requirements of Connecticut and HUD regulations.

Prior to the start of any testing, a sketch of the building is drawn, and side designations are given to help identify exactly where readings were taken. Drawings depicting the room-numbering scheme are located on the cover page(s) for the building(s) inspected. Each side of the building was labeled A, B, C, or D. The wall "A" side of the unit is generally the side of primary entrance into a dwelling, and this room is always Room 1. Areas in the units include rooms, hallways, and closets. Areas are numbered in a clockwise fashion as building construction allows. This allows the



inspector to indicate which substrate surface was tested. The condition of the surface is described by a check mark in the appropriate column, under the heading "condition of surface" on the testing form.

When more than one surface type was present on a side, the component tested was indicated with a number. If two windows were present on a building side, they were numbered left to right. Closet shelves and shelf supports were numbered top to bottom.

It is understood that the room layouts presented in the report are in conformance with the conditions that exist at the time the testing is performed. EnviroScience avoids labeling a room solely by its current functional use (i.e., living room, bedroom, etc.) since this use can change over time. Similarly, room layouts can change dramatically as dwellings are renovated and additions are built, incorporating existing rooms, or existing interior walls are moved or eliminated altogether.

## **Appendix C**

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### **Lead Testing Field Data Sheets**



## LEAD INSPECTION COVER SHEET

### Inspector's Information

Inspector's Name: E. Miguel Marques License Number: 002132  
 XRF Model: RMD Serial Number: 1138  
 Date of Inspection: \_\_\_\_\_ Project Number: 20110331.AIE

### Property Information

Building Address: 116 Cook Avenue  
Meriden, CT (Street) (City) (State) Age of Property: \_\_\_\_\_  
 Describe Structure: \_\_\_\_\_

- Are there lead hazards present?  Yes  No
- Were lead dust wipes taken?  Yes  No
- Were soil samples collected?  Yes  No
- Were drinking water samples collected?  Yes  No

Multiple Family Dwelling

Single Family Dwelling

Is there an EBL child present?  
 Yes  No  Unknown

Is there a child under six years of age in the dwelling?  
 Yes  No  Unknown

Number of units in building: \_\_\_\_\_  
 Number of units tested: \_\_\_\_\_  
 Is there an EBL child present in the building?  
 Yes  No  Unknown  
 If EBL child, which unit(s)? \_\_\_\_\_  
 Is there a child under six years of age in the building?  
 Yes  No  Unknown  
 If child under six, which unit(s)? \_\_\_\_\_

### XRF Calibration Check

- Calibration Paint Film Used:  NIST 1.02 mg/cm<sup>2</sup>  Manufacturer's Standard 1.0 mg/cm<sup>2</sup>
- Calibration Check Limits Used:  RMD (0.7 to 1.3 mg/cm<sup>2</sup> inclusive)  
 Scitec MAP4 (0.6 to 1.2 mg/cm<sup>2</sup> inclusive)

	Hour	First Reading	Second Reading	Third Reading	Average
First Check	7:15	1.0	0.9	0.9	0.9
Second Check	11:30	0.9	1.0	0.9	0.9
Third Check					
Fourth Check					



XRF FIELD DATA SHEET

Address: 116 Cook Ave, Meriden Exterior

Apt. #: \_\_\_\_\_

Floor: \_\_\_\_\_ Room: \_\_\_\_\_

Page 1 of 7

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Manager: CT (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	Door	-0.2		M					Main Entrance
A	Casing	0.2		M					↓
A	w. trim	0.2		M					Entry corridor
A	Door	0.0		M					B-wing
A	casing	0.0		M					↓
A	lintel	0.0		M					↓
A	railing	0.1		M					↓
A	Window trim	-0.1		M					B-wing
A	pipe penetration	-0.1		P					↓
D	w. trim	-0.1		M					B-C wing
A	door	0.2		M					Stairway
A	casing	0.2		M					↓
A	w. trim	-0.2		M					A-wing
D	w. trim	-0.1		M					D-wing
A	sift	0.0		M					Entry corridor
A	panels	0.0		M					↓
A	support beam	1.0	✓	Steel	✓				Entry corridor - behind metal panels

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B

N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: \_\_\_\_\_

\_\_\_\_\_



**XRF FIELD DATA SHEET**

Address: 116 Cook Ave., Meriden

Apt. #: \_\_\_\_\_  
Page 2 of 7

Floor: 1st Room: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Manager: \_\_\_\_\_ (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	w. trim	-0.2		M					corridor entry - 1st fl.
B	door	0.0		M					consider door to elev. A
B	casing	0.3		M					↓
B	jambs	0.3		M					↓
D	wall	0.1		S					corridor A-wing
	Newel post	0.6		M					stairway - Awney
	stair tread	-0.0		M					↓
	stringer	0.1		M					↓
	riser	0.0		M					↓
A	door	0.2		M					↓
A	jambs	0.0		M					↓
A	casing	1.1	✓	M	NO				↓
	wall-upper	-0.0		S					D-wing hallway
	wall-lower	0.3		S					↓
	stair rail	0.16		M					D-wing stair
	fire hose case	-0.0		M					↓
	pipe (ext)	(-0.0)		M					↓
A	door	-0.0		M					D-106/corridor
A	casing	0.0		M					↓
A	jambs	-0.0		M					↓
	wall	-0.0		S					D-106
D	chair rail	-0.0		W					corridor - D-wing
B	wall	-0.1		S					D-102

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B  
N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement  
Notes: \_\_\_\_\_



**XRF FIELD DATA SHEET**

Address: 116 Cook Ave., Meriden

Apt. #: \_\_\_\_\_  
Page 3 of 7

Floor: 2nd / 3rd Room: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Manager: \_\_\_\_\_ (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments	
B	wall	3.4	✓	Brick	✓				D-wy stair	
B	wall	0.1		S					D-wy corridor	
D	w. trim	-0.1		M					D-wy corridor	
C	wall	-0.1		S					D-209	
B	door	-0.1		W					↓	
	inset	0.0		W						
B	casing	0.0		W						
B	w. sill	-0.1		W					↓	
	ceiling	29.9	✓	W	✓					above ceiling tile D-209
B	door	0.1		M					D-209	
B	casing	0.0		M					↓	
B	jambs	-0.0		M						
D	chair rail	-0.2		W					D-wy corridor	
B	wall (blue)	-0.0		S					↓	
D	wall	0.1		S						D-wy - 3rd floor - 1st Row office corridor
D	casing	0.3		W					↓	
D	jambs	-0.1		M						D-wy, 3rd floor, office corridor
D	door	0.1		M						
C	Elev. door	0.1		M					D-wy - 3rd fl. - elevator	

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B

N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: \_\_\_\_\_





**XRF FIELD DATA SHEET**

Address: 116 Cook Ave., Meriden

Apt. #: \_\_\_\_\_  
Page 5 of 7

Floor: 4th / 3rd / 2nd Army Room: \_\_\_\_\_

Project Name: 2nd Army Project Number: \_\_\_\_\_

Project Manager: \_\_\_\_\_ (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	wall	-0.0		S					Rm. 1
A	wall	0.2		S					B-402
A	w. trim	-0.1		M					↓
C	door	-0.1		W					B-402
C	cas	0.0		M					↓
C	joint	-0.0		M					↓
B	wall	-0.0		S					A-400
A	wall	-0.1		S					3rd Floor - A wing
C	wall	0.1		S					↓
B	door	0.2		M					3rd Fl. - A wing
B	cas	-0.1		M					↓
B	joint	0.0		M					↓
C	wall	-0.1		S					A-203
D	wall	0.0		S					↓
B	door	0.5		M					↓
B	joint	0.1		M					↓
B	cas	0.1		M					↓
C	wall	-0.0		S					A-200 / bath
C	radiator-grey	0.4		M					↓
B	door	0.0		M					A-200
B	joint	0.3		M					↓
B	cas	0.1		M					↓

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B  
N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement  
Notes: \_\_\_\_\_



**XRF FIELD DATA SHEET**

Address: 116 Cook Ave., Meriden

Apt. #: \_\_\_\_\_

Floor: 1st / 3rd Room: B/C Wing

Page 6 of 7

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Manager: \_\_\_\_\_ (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	shelving	-0.1		W					B/C wing - front offices
D	columns	-0.1		W					B/C wing - front office
A	wall	-0.0		S					↓
C	wall	-0.0		S					
C	door	0.1		M					
C	casings	0.1		M					
C	jamb	-0.0		M					
C	w/trim	-0.1		M					B/C wing corridor
A	wall	0.3		Black					Elev. Rm.
B	door	0.2		M					
B	casings	0.2		M					
B	jamb	-0.0		M					
B	wall	-0.1		S					3 Floor B/C wing offices ↓
C	wall	0.0		S					
D	wall	0.1		S					
C	door	-0.0		W					B/C wing office
C	casings	0.3		M					↓
C	jamb	0.2		M					
A	<del>door</del> wall	0.2		S					B/C wing - corridor-office

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B  
N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement  
Notes: \_\_\_\_\_



XRF FIELD DATA SHEET

Address: 116 Cook Ave, Mendon

Apt. #: \_\_\_\_\_  
Page 7 of 7

Floor: 4th Room: B/C Wing

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Project Manager: \_\_\_\_\_ (If Positive - Check All That Apply)

Side	Surface	XRF Readings	POS	Substrate	Defective	Chewable	Friction	Impact	Comments
A	wall	0.2		S					B/C wing offices
C	wall	0.1		S					
A	wall	-0.0		S					corridor - offices
A	w. trim	-0.1		M					B/C wing
C	w. wall	-0.0		S					4th Floor adj. Minor Surgery
A	wall	0.0		S					
A	door	-0.1		W					
A	dry	-0.0		M					
A	joint	-0.1		M					
	Column	0.1		S					2nd Floor B/C wing
A	walls	0.2		S					corridor
B	↓	-0.0		S					
C	↓	0.1		S					
D	↓	0.1		S					
A	wall	0.1		S					corridor
A	door	-0.1		W					Corridor
A	dry	0.3		M					
A	joint	0.2		M					
A	w. trim	-0.0		M					Sheffield M.D. office
A	radiation	0.2		M					

\* Substrate Type: Metal = M, Wood = W, Plaster = P, Sheetrock = S, Concrete = C, Brick = B

N/A: Not Accessible; N/C: Not Coated; COV: Covered; VR - Vinyl Replacement

Notes: \_\_\_\_\_

## Appendix D

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### TCLP Results



FUSS & O'NEILL  
EnviroScience, LLC

1111334

www.fando.com

146 Hartford Road, Manchester, CT 06040

(860) 646-2469 Fax (860) 649-6883

SAMPLE LOG FOR TCLP BULKS

Sheet No. 1 of 1

Project Name: 116 Cook Ave.  
Building: Menden, CT

Project Number: 20110331.AIE  
Project Manager: \_\_\_\_\_

Sample ID Number	Sample Location/Building	Material Type	Result (ppm)	Lab Number
1128EMM-01	A/D Wing	Bldg. Composite		16199
-02	B/C Wing	↓		16200

Analysis Method: TCLP Lead

Turnaround Time 3-5 day

Based on the turnaround time indicated above, analyses are due to Fuss & O'Neill EnviroScience on or before this date: \_\_\_\_\_  
Please call the Fuss & O'Neill EnviroScience laboratory at 860-646-2469 if analyses will be late.

Fax Results To: Fuss & O'Neill EnviroScience Laboratory at 888-838-1160

Special Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Samples Collected By: EMM Date: 11-28-11 Time: 9.M.  
Samples Rec'd/Sent By: M. McCallahan Date: 11/28/11 Time: 13:00  
Samples Received By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Shipped To:  EMSL (State) \_\_\_\_\_  Other CT Testing Lab  
Method of Shipment:  Fed Ex  UPS Overnight  UPS Ground  Other \_\_\_\_\_

Date Samples Received: 11/28/11

Client Name : <b>Fuss &amp; O'Neill EnviroScience</b>	CTL Lab No. : 1111334
Report Date : 12/02/11	PO/ Job No. : 20110331.A1E
116 Cook Ave., Meriden	

**RESULTS OF ANALYSIS**

**TCLP EPA 1311**

	*	**
Matrix Type :	<b>S</b>	<b>S</b>
CTL Sample No.:	<b>16199</b>	<b>16200</b>
Field ID :	<b>1128EMM-01</b>	<b>1128EMM-02</b>
	<b>A/D Wing</b>	<b>B/C Wing</b>

Parameters	RL				Date Analyzed
Lead-mg/L	0.005	0.007	0.013		12/02/11

Note: Results are based on lower sample volumes than standard protocol (100g); \*63g, \*\*70g.

RL= Reporting Limit ND= Not Detected

Matrix Type: W = Water/Aqueous S= Soil/Solid O= Oil/Hydrocarbon

22-0817  
May 24, 2017

Juliet Burdelski  
Director of Economic Development  
City of Meriden  
142 East Main Street  
Meriden, CT 06450

Re: **Hazardous Building Materials Abatement Monitoring  
116 Cook Avenue  
Meriden, Connecticut**

Dear Ms. Burdelski:

In accordance with our agreement dated June 6, 2016, Tighe & Bond provided monitoring services during abatement of hazardous building materials (HBM) from the building located at 116 Cook Ave, Meriden, CT (**herein referred to as the "site"**). Abatement included removal of hazardous building materials containing asbestos and polychlorinated biphenyls (PCBs) and the removal of universal wastes. This work was conducted to facilitate renovation activities that have been proposed to the City by an interested developer. The project was funded by a Connecticut Department of Economic and Community Development (DECD) Municipal Brownfields Grant. The location and quantity of HBMs and universal wastes identified in the building are **documented in Tighe & Bond's** Hazardous Building Materials Inspection report dated November 6, 2016 and the technical abatement specifications prepared for the project. The site location is shown on Figure 1 (Appendix A).

## Introduction

Abatement of HBMs was conducted from July 25, 2016 through September 9, 2016 by Select Demolition Services, LLC. (SDS) of Salem, New Hampshire. SDS was selected by and contracted directly with the City of Meriden to perform abatement work in accordance with Environmental Protection Agency (EPA) and State of Connecticut regulations and in accordance with the Contract Documents prepared for the project. Copies of SDS's contractor license and worker certifications are provided in Appendix B. **Tighe & Bond's State of Connecticut** licensed project monitors Justin Proto and William Champagne performed periodic monitoring during abatement activities. Copies of Tighe & Bond project monitor certifications and licenses are included in Appendix C.

Tighe & Bond observed abatement activities conducted at the site on a part time basis to document that work was performed in accordance with Contract Documents prepared for the project, dated March 2016.

A total of fourteen containments were used for the abatement of interior HBMs. The containments were constructed with critical barriers placed at the interior of window and door openings capable of maintaining negative pressure (i.e. vacuum) during abatement work. Table 1 in Appendix D identifies the types, locations and quantities of HBMs and universal wastes removed during this phase of work. Several sections of the building were previously deemed structurally deficient and unsafe for entry; therefore, hazardous building materials were not removed from these areas. HBM abatement work observed by Tighe & Bond was conducted in accordance with applicable EPA and State regulations as well as the Technical Specifications prior to removal of the containments and re-occupancy of the abated areas.

The locations of the abated HBMs, containments, and structurally deficient areas are shown on Figures HM-1.1 through HM-1.4 (Appendix A).



## Regulatory Requirements

National Emissions Standards for Hazardous Air Pollutants Act (NESHAP) as amended November 20, 1990 requires the removal of any regulated asbestos-containing material (ACM) that would be disturbed during renovation of a building. State of Connecticut Department of Public Health (CTDPH) Standard for Asbestos Abatement 19a-332a-1 through 16 stipulates that asbestos abatement must be performed by licensed individuals employed by a licensed asbestos abatement contractor. The asbestos abatement contractor was also responsible for performing abatement work in accordance with the Occupational Safety and Health Administration (OSHA) Asbestos in Construction Standard 29 CFR 1926.1101.

The removal and disposal of building materials with PCB concentrations greater than or equal to 50 parts per million (PPM) is regulated by the Toxic Substance Control Act (TSCA) pursuant to Federal regulation 40 CFR (Code of Federal Regulations) 761. **PCB source materials  $\geq$  50 ppm** and affected substrates are regulated as PCB Bulk Product Waste (ref: 40 CFR 761.50 (b) (4)). The various colored paints associated with the metal window sashes located behind drywall were assumed to be greater than 50 ppm for management and disposal purposes.

For PCB concentrations greater than 1 but less than 50 ppm, the removal and disposal of PCB contaminated building materials is regulated under the Connecticut General Statutes (CGS) 22a-463 through 22a-469. PCB concentrations detected in materials sampled for this project range from 1.2 ppm to assumed 3.6 ppm. Per the project specifications, the contractor was responsible for performing the interior PCB abatement work under full negative air containments, using workers with 40-hour HAZWOPER training, and proper disposal of all PCB waste at a licensed facility.

OSHA requires that any disturbance of building components containing detectable levels of lead in paint by cutting, grinding or other dust-generating activity requires worker task-specific exposure monitoring. The exposure monitoring must be conducted by the contractor in accordance with OSHA 29 CFR 1926.62 to confirm that lead dust is not being generated. In addition, the project specifications required lead awareness training for any worker performing the above-mentioned procedures.

Connecticut's universal waste rule requirements are found in Section 22a-449(c)-113 of the Regulations of Connecticut State Agencies (RCSA), effective as of June 27, 2002. These rules incorporate the federal Universal Waste Rule at 40 CFR 273, with certain provisions that are more-stringent or broader in-scope, as outlined in RCSA Section 22a-113. There are certain waste streams that can be managed as a universal waste in Connecticut. These universal wastes include batteries, light ballasts, exit signs, mercury thermostats, freon, lamps (including but not limited to fluorescent, neon and mercury vapor lamps), and used electronics.

## Asbestos Abatement

Several types of ACMs were removed during the project as listed in Table 1. SDS was responsible for submitting the required 10-day notification to CTDPH for asbestos abatement activities (Appendix B). Abatement of asbestos containing materials interior to the building was conducted under full negative air containment procedures. Abatement of exterior asbestos containing materials (i.e. window caulk) was conducted using proper techniques including covering the ground surface with polyethylene sheeting, controlled removal, and proper cleanup. Some asbestos containing materials associated with various portions of the building were not removed due to structurally deficient floors, walls, and ceilings.

During the project, additional bulk asbestos samples were collected of remaining floor tile identified in the Main Lobby and B-Wing. On August 31, 2015, William A. Champagne, a CT DPH Licensed Asbestos Inspector with Tighe & Bond collected 14 bulk samples of the various remaining floor tile and submitted them to EMSL Analytical, Inc. of Wallingford, Connecticut for asbestos analysis via Polarized Light Microscopy (EPA 600/R-93/116 Method). Three of the



four sections of floor tile were found to contain asbestos. See Appendix E for the floor tile laboratory results.

Pre-abatement visual inspections were conducted for each containment and critical barrier constructed for the project. Upon commencement of abatement activities, periodic work area inspections were conducted to assess the integrity of the containments and critical barriers. Air clearance samples were analyzed by Phase Contrast Microscopy (PCM) using NIOSH 7400 Counting Method, Issue #2, 1994. Samples were analyzed by Tighe & Bond NIOSH 582 Certified analyst William Champagne. PCM air samples (background and clearance) were below the re-occupancy standard of 0.010 fibers per cubic centimeter (f/cc). A copy of the PCM analysis is included in Appendix F.

SDS conducted personal asbestos exposure monitoring for abatement workers, in accordance with OSHA regulation 29 CFR 1926.1101(f)(2). Results were analyzed by the AIHA accredited Optimum Analytical and Consulting, LLC. of Salem, New Hampshire and were found to be within acceptable limits. Personal asbestos exposure monitoring results are included with the contractor documentation provided in Appendix B.

Following completion of interior abatement and final cleaning of containments, a visual inspection was performed to observe that all ACMs were removed from the work area. Post tear-down visual inspections for containments were also performed to observe that no dust or debris remained in the work areas. Copies of Tighe & Bond abatement monitoring field notes are contained in Appendix F. **The Contractor's daily logs** are contained in Appendix B. Final Visual Inspection Certificates are presented in Appendix G.

## **PCB Abatement**

Several types of PCB containing materials were removed during the project as listed in Table 1 of Appendix D. Abatement of interior PCB containing building materials (i.e. painted building materials) for this phase of work was conducted under full negative air containment. PCB containing building materials were not abated from the exterior of the building during this phase of work.

Building materials containing PCB concentrations greater than 1 ppm but less than 50 ppm are generally defined as **"Excluded PCB Products"** in 40 CFR 761.3. These materials are exempt from federal regulations (40 CFR 761 Subpart B). However, the Connecticut Statutes for Disposal of PCBs (CGS 22a-463 through – 469) are applicable. These Excluded PCB Products/Connecticut Regulated PCB Wastes were removed from the building as follows.

### A-Wing

Multi-color painted sheetrock, doors, trim, carpet, ceiling grid, ceiling tiles, shelving, piping and associated plumbing were abated from were abated from the first floor of A-Wing. PCB containing materials associated with painted building components to remain, upper floors and structurally deficient portions of A-Wing were not abated at this time.

### B and C-Wing

Multi-color painted sheetrock, doors, trim, carpet, ceiling grid, ceiling tiles, shelving, piping and associated plumbing were abated from each floor of B and C-Wing. PCB containing materials associated with painted building components to remain and structurally deficient portions of B and C-Wing were not abated at this time.

Additionally, painted interior metal window sashes located behind drywall in C-Wing were assumed to **contain PCB concentrations  $\geq 50$  ppm and were managed and disposed of as PCB Bulk Product Waste**. Waste disposal documentation for the Bulk Product Waste is provided in Appendix B.



## D-Wing

PCB containing materials were not abated from the D-Wing during this phase of the project.

SDS provided HAZWOPER 40-hour trained workers to remove PCB containing materials. Tighe & Bond provided periodic monitoring during removal activities to document abatement and waste management.

Tighe & Bond's **project monitor** William A. Champagne conducted periodic visual assessments during and after abatement of PCB containing materials. Post abatement, the remaining substrates and work areas were observed to meet a **"no visible debris" criteria**.

## **Lead Based Paint**

Lead-based paint is defined as paint containing 1.0 mg/cm<sup>2</sup> of lead or greater. Any component containing 1.0 mg/cm<sup>2</sup> **or greater is considered to contain a "high level" of lead.**

High levels of lead were identified on wood decking, concrete decking, metal structural beams, doors, door casings, and brick/CMU wall surfaces. Several locations surrounding these materials have deteriorated paint chips on floors and other horizontal surfaces.

Select Demo Services provided lead certified workers to remove items containing lead based paint and paint chip contaminated items. Tighe & Bond monitored removal activities to promote proper removal and disposal techniques. Metal items containing lead-based paint were recycled at a metal recycling facility that accepts lead-based paint. Nonmetal wastes containing lead-based paints or paint chips were also reported to contain PCBs at concentrations <50 ppm. These painted or paint chip containing wastes were previously **tested by Fuss & O'Neill using the Toxicity Characterization Leaching Procedure (TCLP),** which was used to determine waste disposal options. TCLP sample results were reported to be <5 mg/L, indicating that the waste can be disposed as a general construction waste, based solely on lead concentration. Due to the PCB content, this waste stream was disposed of a Connecticut Regulated PCB Waste.

## **Universal Waste Products**

Universal wastes including batteries, lighting ballasts and bulbs, thermostats, capacitors, and other miscellaneous items were removed by SDS for recycling or disposal. SDS also recovered approximately 75 gallons of hydraulic oil from the elevators located in Wings A, B, and C. A complete list of items removed is provided in Appendix D Table 1.

SDS provided HAZWOPER 40-hour trained workers to disassemble and containerize the universal wastes. Tighe & Bond provided periodic monitoring during removal activities to promote proper removal and disposal techniques.

Periodic visual assessments were conducted by Tighe & Bond's **project monitor** William A. Champagne during and following removal of universal wastes. The purpose of the assessments was to confirm that the observed universal wastes had been removed from the work area and packaged for disposal. Tighe & Bond observed that this work was completed in accordance with the project specifications.

## **Waste Disposal**

Tighe & Bond conducted periodic visual assessments during the project to confirm that regulated wastes were properly bagged, wetted, and labeled, as well as to confirm that dumpsters and stockpile areas were lined and covered with poly and properly secured. Tighe & Bond documented the following regulated waste generation and disposal activities for the project:



- 45 Boxes (64 capacity) were used to containerize waste light bulbs. These wastes were received for recycling by Complete Recycling Solutions, LLC of Fall River Massachusetts.
- Four 55-gallon drums were used to containerize lighting ballasts. These wastes were received for recycling by Complete Recycling Solutions, LLC of Fall River Massachusetts.
- Approximately 75 gallons of hydraulic oil was recovered from three elevators using a vacuum extraction truck operated by Cyn Oil Corporation. The waste oil was transported for recycling to Cyn Oil Corporation of Stoughton, Massachusetts.
- Eleven 100 cubic yard trailers were used to containerize a total of approximately 250 tons of PCB waste (<50 PPM). These wastes were transported by the J.R. Vinagro Corporation to their transfer station located at 2208 Plainfield Pike Johnston, Rhode Island. These wastes were then processed by Vinagro and disposed of at the North Country Landfill in Bethlehem, New Hampshire.
- Four 55 gallon drums were used to containerize PCB Bulk Product waste (>50 PPM). These wastes were transported by RED Technologies, LLC to their transfer station located at 173 Pickering Street Portland, CT. These wastes were then transferred for disposal to the Wayne Disposal, Inc. Belleville, MI.
- One 70 cubic yard dumpster and one 5 cubic yard box of bagged asbestos waste were generated. These wastes were transported by Red Technologies, LLC of Portland, CT and received for disposal by the Minerva Enterprises Landfill in Waynesburg, OH

Waste shipment records are included in Appendix B.

## Summary

Tighe & Bond provided periodic monitoring during HBM abatement and removal of universal wastes conducted by SDS. Select Demolition completed proper removal and disposal of hazardous building materials and universal wastes identified by Tighe & Bond in accordance with State and Federal regulations and the project specifications.

Hazardous building materials were removed in advance of proposed building renovation activities. The majority of asbestos containing building materials identified throughout the building were removed, however asbestos containing flooring, wall panel adhesive, and other materials remains in portions of the building that have been deemed structurally deficient and unsafe to enter.

A total of 14 negative air containments were constructed to perform interior abatement work. Asbestos containing exterior window caulk removal was also conducted. Each interior and exterior work area passed final visual inspection and laboratory confirmation testing, as applicable. Confirmatory asbestos sampling results from the interior of the building, including air testing analysis fell into acceptable ranges for re-occupancy. Workers wore appropriate personal protective equipment and personal air monitoring was conducted for asbestos. Waste was appropriately stored while on-site and disposed of in accordance with state and federal regulations.

Each work area passed visual inspections and re-occupancy air clearance testing. PCM air clearance samples were below the re-occupancy standard of 0.010 fibers per cubic centimeter (f/cc) of air.

The building owner must maintain a copy of this report and contractor documents for no less than a period of thirty (30) years.



If you have any questions regarding this letter report please contact Harley Langford at (860) 704-4781 or [HALangford@TigheBond.com](mailto:HALangford@TigheBond.com).

Very truly yours,

**TIGHE & BOND, INC.**



Harley Langford, LEP  
Senior Environmental Scientist



James T. Webb  
Project Compliance Specialist

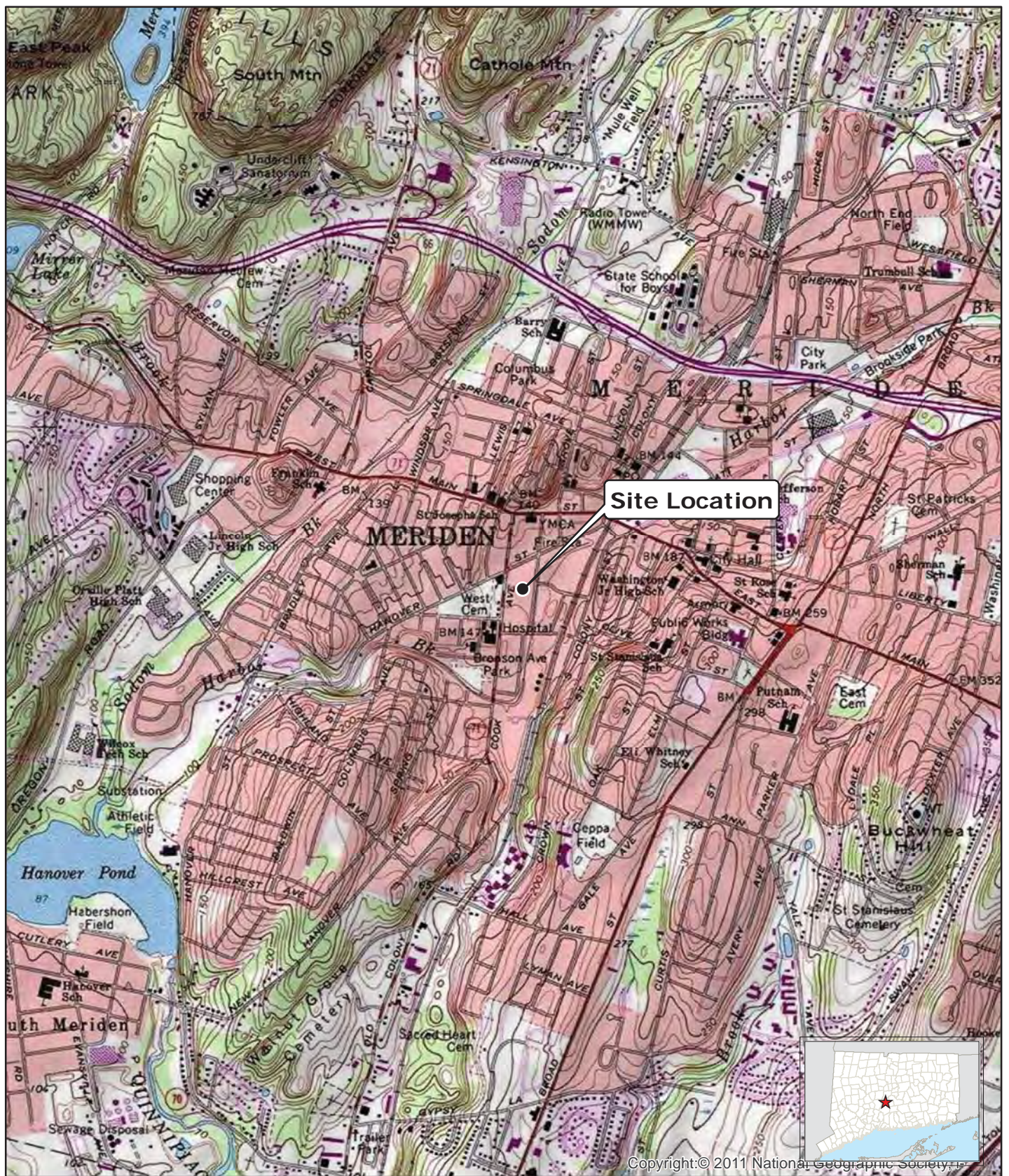


James T. Olsen, LEP  
Vice President

- Enclosures:
- Appendix A - Figures
  - Appendix B - Contractor and Waste Disposal Documentation
  - Appendix C - Tighe & Bond Certificates and Licenses
  - Appendix D - Hazardous Building Materials Abatement Summary
  - Appendix E - Additional Asbestos Bulk Sampling Results
  - Appendix F - Project Monitoring Field Notes and PCM Results
  - Appendix G - Final Visual Inspection Certificates

**Tighe&Bond**

**APPENDIX A**



Copyright © 2011 National Geographic Society

**LEGEND**

- Site Location

**FIGURE 1  
SITE LOCATION MAP**

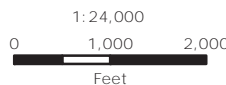
116 Cook Avenue  
Meriden, Connecticut



Source: U.S. Geological Survey, in cooperation with CTDEEP, Office of Information Management

Based on USGS Topographic Map for Meriden CT, Rev. 1992, 1:24,000

Map Date: September 2013



September 2013

**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

MARK	DATE	DESCRIPTION

PROJECT NO:	M-0817
DATE:	03/23/2016
FILE:	116 COOK_HBMA_COMPLETED.dwg
DRAWN BY:	JLL
CHECKED:	JTW
APPROVED:	JTO








FIRST FLOOR  
 SCALE: 1" = 10'

HM-1.1

**GENERAL NOTES:**

1. THE DRAWING IS INTENDED TO REPRESENT GENERAL LOCATIONS OF ASBESTOS CONTAINING MATERIALS ONLY. FOR ESTIMATES OF QUANTITIES, REFER TO ASBESTOS ABATEMENT SPECIFICATION 13281. THE CONTRACTOR MUST FIELD-VERIFY THE QUANTITIES BEFORE SUBMITTING THE BID
2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC. ) OR BE USED TO STORE MATERIALS.
4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.

**ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING

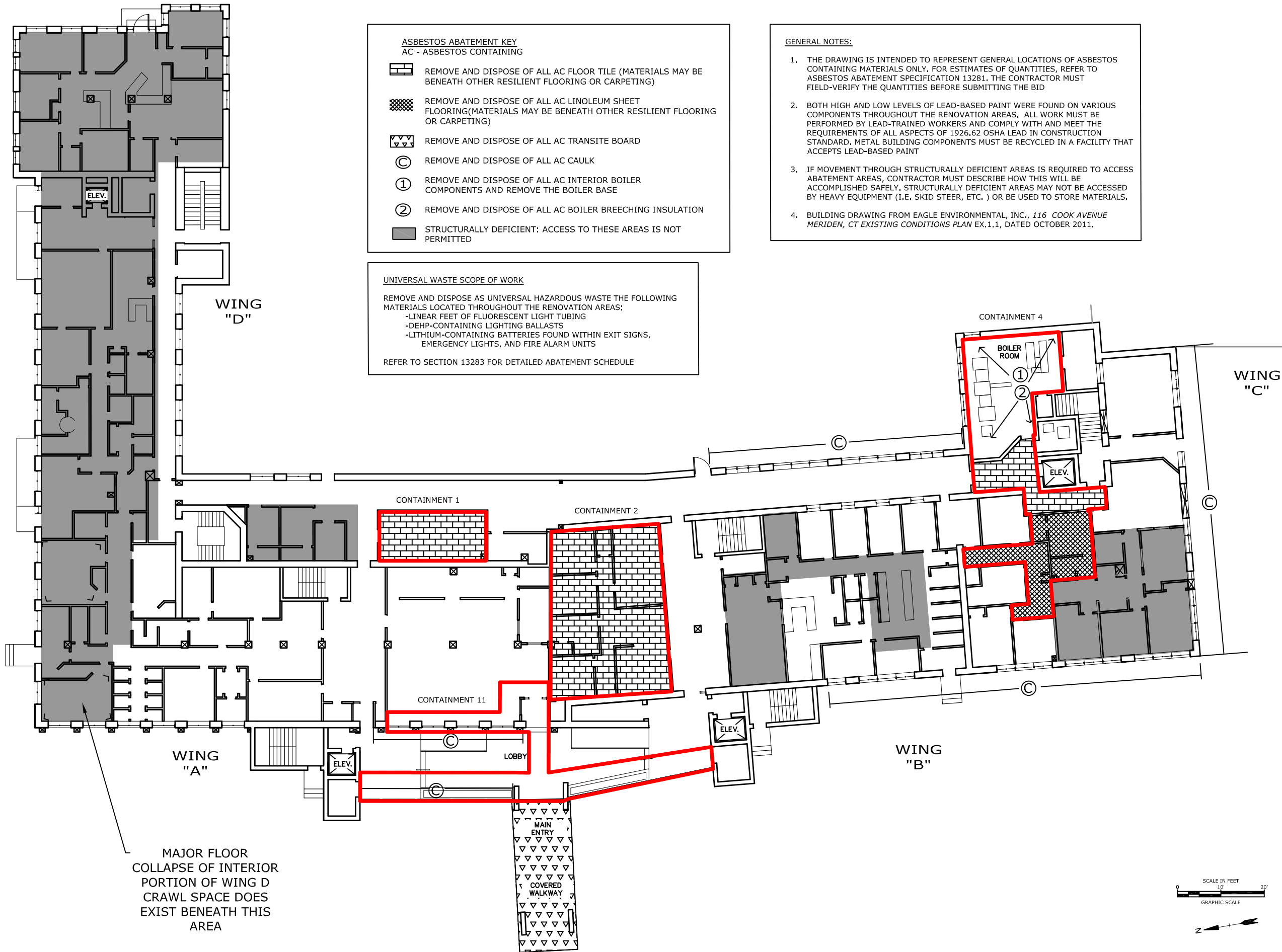
-  REMOVE AND DISPOSE OF ALL AC FLOOR TILE (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPETING)
-  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPETING)
-  REMOVE AND DISPOSE OF ALL AC TRANSITE BOARD
-  REMOVE AND DISPOSE OF ALL AC CAULK
-  REMOVE AND DISPOSE OF ALL AC INTERIOR BOILER COMPONENTS AND REMOVE THE BOILER BASE
-  REMOVE AND DISPOSE OF ALL AC BOILER BREECHING INSULATION
-  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:

- LINEAR FEET OF FLUORESCENT LIGHT TUBING
- DEHP-CONTAINING LIGHTING BALLASTS
- LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS

REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE






Last Saved: 8/29/2016  
 Plotted On: 8/29/2016 10:37 AM By: wechamagne  
 Tighe & Bond: 116 Cook Avenue  
 Middlefield, CT 06457

**GENERAL NOTES:**

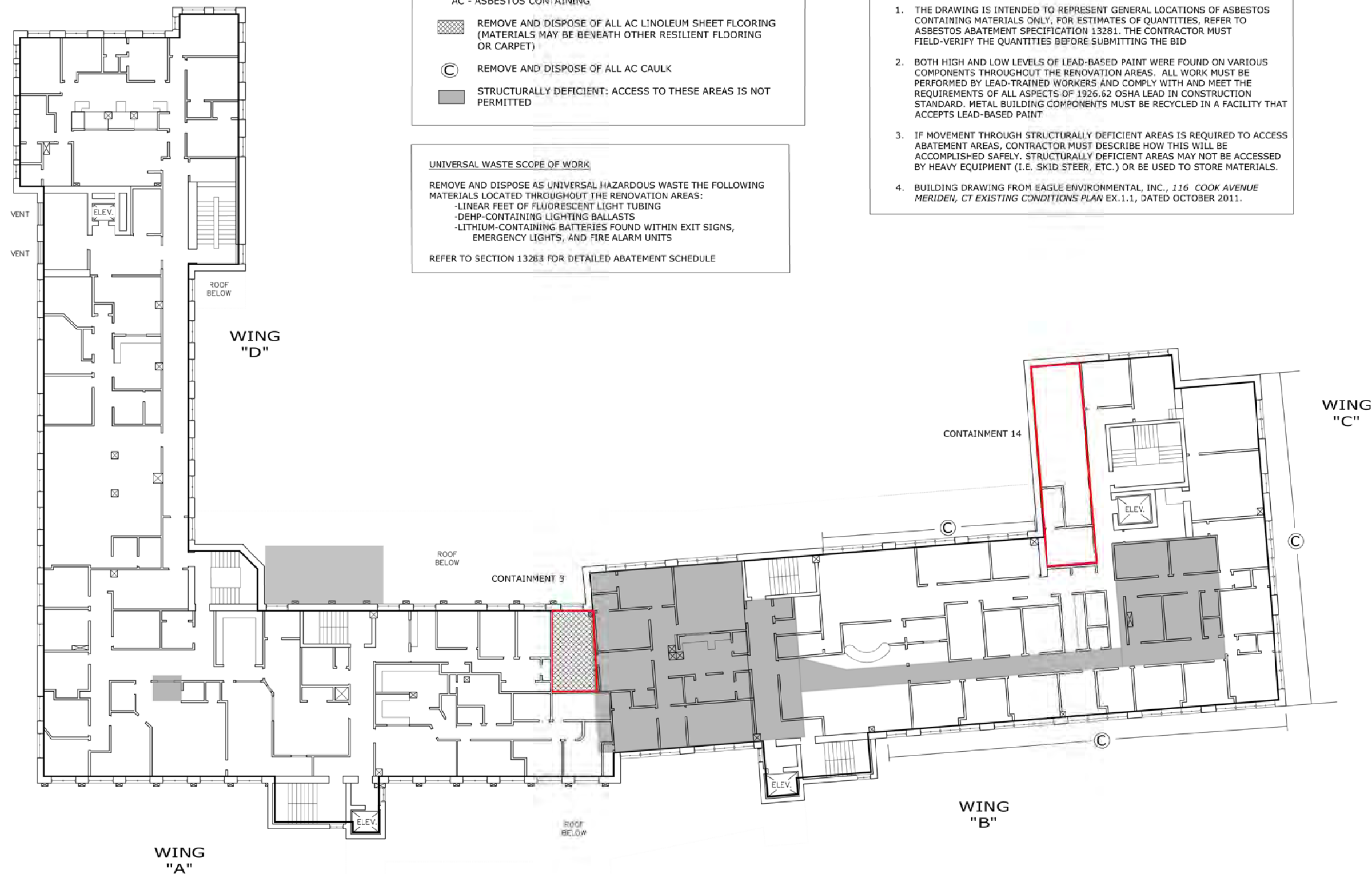
1. THE DRAWING IS INTENDED TO REPRESENT GENERAL LOCATIONS OF ASBESTOS CONTAINING MATERIALS ONLY. FOR ESTIMATES OF QUANTITIES, REFER TO ASBESTOS ABATEMENT SPECIFICATION 13281. THE CONTRACTOR MUST FIELD-VERIFY THE QUANTITIES BEFORE SUBMITTING THE BID
2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC.) OR BE USED TO STORE MATERIALS.
4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.

**ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING

-  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPET)
-  REMOVE AND DISPOSE OF ALL AC CAULK
-  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:  
 -LINEAR FEET OF FLUORESCENT LIGHT TUBING  
 -DEHP-CONTAINING LIGHTING BALLASTS  
 -LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS  
 REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE



**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

**CITY OF MERIDEN**

**MERIDEN, CONNECTICUT**

MARK	DATE	DESCRIPTION

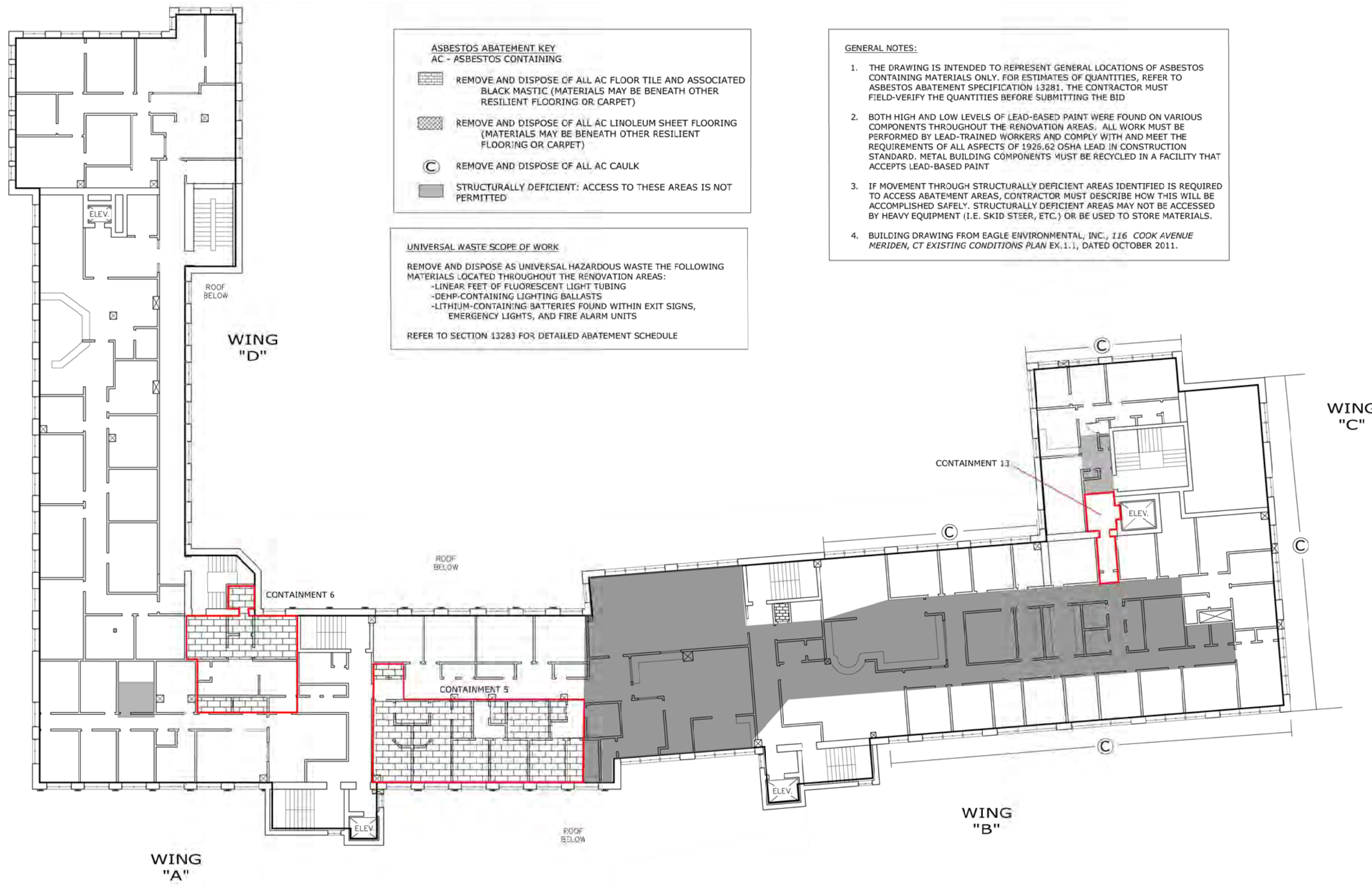
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 CHECKED: JTW  
 APPROVED: JTO

SECOND FLOOR

SCALE: 3/32"=1'

HM-1.2





- ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING
- REMOVE AND DISPOSE OF ALL AC FLOOR TILE AND ASSOCIATED BLACK MASTIC (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPET)
  - REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPET)
  - REMOVE AND DISPOSE OF ALL AC CAULK
  - STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:

- LINEAR FEET OF FLUORESCENT LIGHT TUBING
- DEHP-CONTAINING LIGHTING BALLASTS
- LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS

REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE

- GENERAL NOTES:**
1. THE DRAWING IS INTENDED TO REPRESENT GENERAL LOCATIONS OF ASBESTOS CONTAINING MATERIALS ONLY. FOR ESTIMATES OF QUANTITIES, REFER TO ASBESTOS ABATEMENT SPECIFICATION 13281. THE CONTRACTOR MUST FIELD-VERIFY THE QUANTITIES BEFORE SUBMITTING THE BID
  2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
  3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IDENTIFIED IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC.) OR BE USED TO STORE MATERIALS.
  4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.

**ASBESTOS ABATEMENT DESIGN**

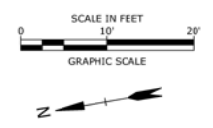
**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

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CHECKED:	JTW
APPROVED:	JTD
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SCALE:	1" = 10'
<b>HM-1.3</b>	



Last Revised: 03/23/2016  
 Plotted On: Sep 29, 2016 9:41am By: wachamp@tjb.com  
 Tighe & Bond 213 Court Street, Middletown, CT 06457  
 Project: 116 COOK AVENUE, Meriden, CT  
 File: 116 COOK.HEMA COMPLETED.dwg

**ASBESTOS ABATEMENT DESIGN**

**116 COOK AVENUE**

CITY OF MERIDEN

MERIDEN, CONNECTICUT

MARK	DATE	DESCRIPTION





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CHECKED:	JTW
APPROVED:	JTD

FOURTH FLOOR

SCALE: 1" = 10'

HM-1.4

- GENERAL NOTES:**
1. THE DRAWING IS INTENDED TO REPRESENT GENERAL LOCATIONS OF ASBESTOS CONTAINING MATERIALS ONLY. FOR ESTIMATES OF QUANTITIES, REFER TO ASBESTOS ABATEMENT SPECIFICATION 13281. THE CONTRACTOR MUST FIELD-VERIFY THE QUANTITIES BEFORE SUBMITTING THE BID
  2. BOTH HIGH AND LOW LEVELS OF LEAD-BASED PAINT WERE FOUND ON VARIOUS COMPONENTS THROUGHOUT THE RENOVATION AREAS. ALL WORK MUST BE PERFORMED BY LEAD-TRAINED WORKERS AND COMPLY WITH AND MEET THE REQUIREMENTS OF ALL ASPECTS OF 1926.62 OSHA LEAD IN CONSTRUCTION STANDARD. METAL BUILDING COMPONENTS MUST BE RECYCLED IN A FACILITY THAT ACCEPTS LEAD-BASED PAINT
  3. IF MOVEMENT THROUGH STRUCTURALLY DEFICIENT AREAS IS REQUIRED TO ACCESS ABATEMENT AREAS, CONTRACTOR MUST DESCRIBE HOW THIS WILL BE ACCOMPLISHED SAFELY. STRUCTURALLY DEFICIENT AREAS MAY NOT BE ACCESSED BY HEAVY EQUIPMENT (I.E. SKID STEER, ETC.) OR BE USED TO STORE MATERIALS.
  4. BUILDING DRAWING FROM EAGLE ENVIRONMENTAL, INC., 116 COOK AVENUE MERIDEN, CT EXISTING CONDITIONS PLAN EX.1.1, DATED OCTOBER 2011.

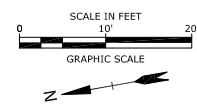
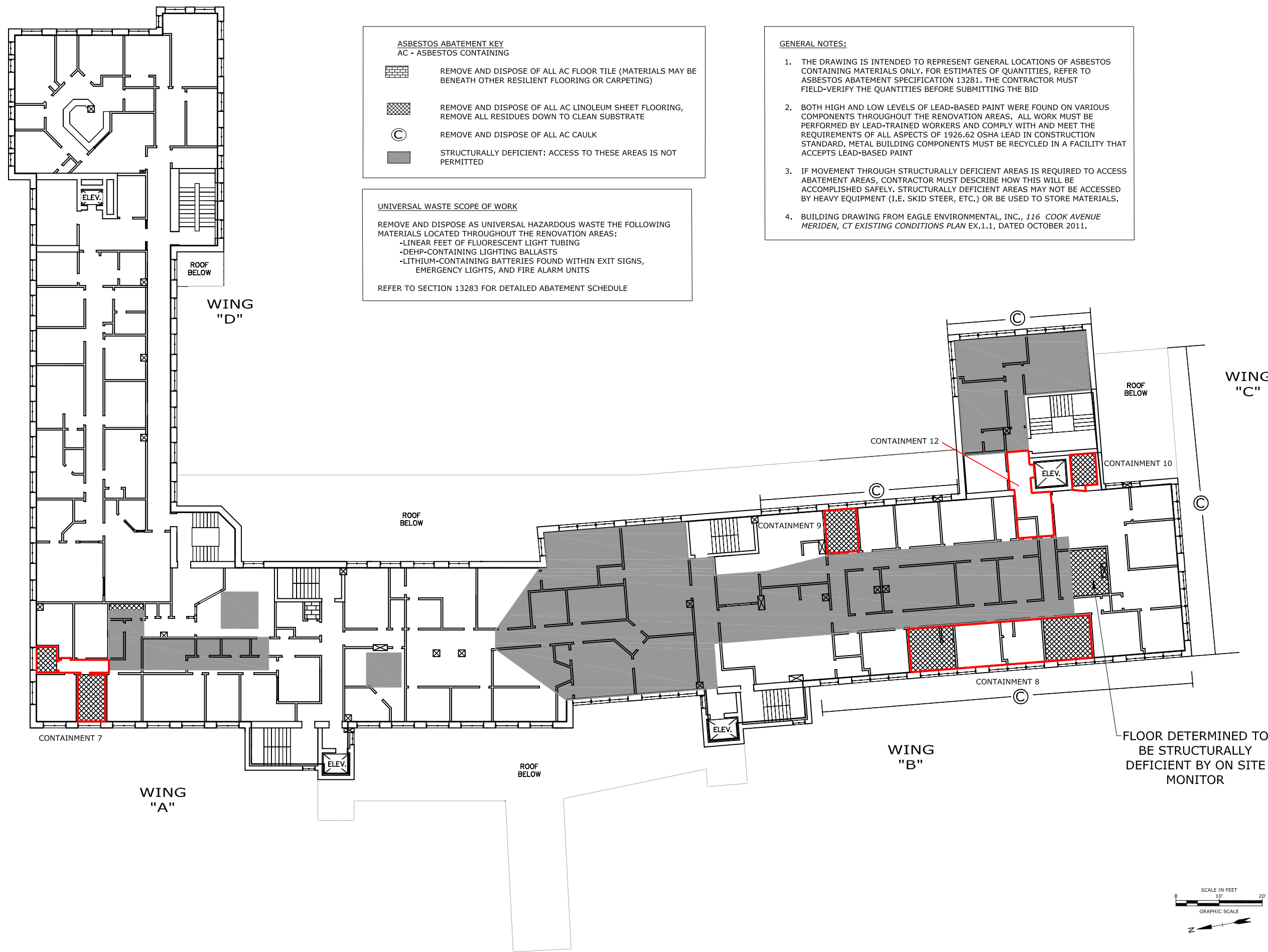
- ASBESTOS ABATEMENT KEY**  
 AC - ASBESTOS CONTAINING
-  REMOVE AND DISPOSE OF ALL AC FLOOR TILE (MATERIALS MAY BE BENEATH OTHER RESILIENT FLOORING OR CARPETING)
  -  REMOVE AND DISPOSE OF ALL AC LINOLEUM SHEET FLOORING, REMOVE ALL RESIDUES DOWN TO CLEAN SUBSTRATE
  -  REMOVE AND DISPOSE OF ALL AC CAULK
  -  STRUCTURALLY DEFICIENT: ACCESS TO THESE AREAS IS NOT PERMITTED

**UNIVERSAL WASTE SCOPE OF WORK**

REMOVE AND DISPOSE AS UNIVERSAL HAZARDOUS WASTE THE FOLLOWING MATERIALS LOCATED THROUGHOUT THE RENOVATION AREAS:

- LINEAR FEET OF FLUORESCENT LIGHT TUBING
- DEHP-CONTAINING LIGHTING BALLASTS
- LITHIUM-CONTAINING BATTERIES FOUND WITHIN EXIT SIGNS, EMERGENCY LIGHTS, AND FIRE ALARM UNITS

REFER TO SECTION 13283 FOR DETAILED ABATEMENT SCHEDULE



Last Saved: 9/29/2016 4:46:48 PM  
 Project: 116 COOK AVENUE  
 File: 116 COOK\_HBMA\_COMPLETED.dwg  
 User: JLL  
 Path: C:\Users\jll\AppData\Local\Temp\116 COOK\_HBMA\_COMPLETED.dwg

**Tighe&Bond**

**APPENDIX B**



# 13281 ASBESTOS ABATEMENT

## CONTRACTOR CLOSEOUT PACKAGE

---

116 Cook Avenue  
Meriden, CT

**Date:**

September, 2016

**Prepared By:**

Select Demo Services LLC.  
1 Delaware Drive  
Salem NH 03079

---

**116 Cook Ave**

13281 Asbestos Abatement Closeout Package



## **TABLE OF CONTENTS**

1. CT Asbestos License
2. CT Notification Form
3. Worker Certifications
4. OSHA Personal Monitoring Data
5. Daily Logs
6. Waste Shipment Records



## State of Connecticut Asbestos License



---

116 Cook Ave

13281 Asbestos Abatement Closeout Package



# **State of Connecticut**

## **Asbestos Removal Notification**

---

**116 Cook Ave**

13281 Asbestos Abatement Closeout Package



# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH ASBESTOS ABATEMENT NOTIFICATION FORM

### STATE USE ONLY

Post Mark	
Date	
Check #	
Amount	\$
Transmittal #	
Record #	

This form is to be completed and postmarked or hand delivered to the Connecticut Department of Public Health at least ten (10) days prior to the start of asbestos abatement, as required by the Regulations of Connecticut State Agencies, Section 19a-332a-3. In case of an emergency, this form is to be completed and postmarked within one (1) working day following the start of asbestos abatement. Faxed originals are not acceptable. Revisions may be faxed unless an additional fee payment is due.

### 1. TYPE OF NOTIFICATION:

A. NEW  B. BLANKET  C. CANCELLATION / POSTPONED C  P   
 D. REVISED  (ITEMS REVISED) \_\_\_\_\_ REVISION # \_\_\_\_\_  
 E. EMERGENCY  DESCRIBE NATURE OF EMERGENCY \_\_\_\_\_

### 2. ABATEMENT CONTRACTOR:

NAME: Select Demo Services, LLC. LICENSE # 753  
 ADDRESS: 1 Delaware Drive  
 CITY: Salem STATE: NH ZIP: 03079  
 PHONE # 603-893-5083 CONTACT PERSON: Michael White

### 3. FACILITY (OWNER'S NAME) OWNER/OPERATOR:

NAME: City of Meriden  
 ADDRESS: 142 East Main St  
 CITY: Meriden STATE: CT ZIP: 06450  
 PHONE # Kristi Mason CONTACT PERSON: 203-630-4115

### 4. NAME OF FACILITY:(FILL IN ADDRESS WHERE ABATEMENT PROJECT IS LOCATED)

ADDRESS: 116 Cook Avenue  
 CITY: Meriden STATE: CT ZIP: 06450

5.(A) ABATEMENT START DATE: 7/8/16 5.(B) COMPLETION DATE: 9/9/16  
*Month/Day/Year format* *Month/Day/Year format*

(#6 only) TO BE COMPLETED IF PROJECT IS GREATER THAN 160 SQUARE FEET

Notification Fee Due: \$100.00 + 1% total asbestos abatement cost 590.05

6. TOTAL ABATEMENT PROJECT COST: \$49,005 \*REVISED COST (ONLY FOR REVISIONS): \_\_\_\_\_

### 7. USE OF FACILITY:

A. SCHOOL (K-12)	<input type="checkbox"/>	B. PUBLIC BUILDING	<input type="checkbox"/>	C. MANUFACTURING	<input type="checkbox"/>	D. OFFICE	<input type="checkbox"/>	E. COLLEGE	<input type="checkbox"/>
F. COMMERCIAL	<input checked="" type="checkbox"/>	G. CHURCH/SYNAGOGUE	<input type="checkbox"/>	H. RESIDENTIAL, # OF DWELLINGS	<input type="checkbox"/>	I. OTHER	<input type="checkbox"/>		
(I. SPECIFY)									

ADDRESS: 116 Cook Avenue  
TOWN: Meriden

8. BUILDING DATA:

SQUARE FEET: 7,000 NUMBER OF FLOORS: 4 AGE: 61

9. ABATEMENT CLASSIFICATION:

RENOVATION  DEMOLITION  ORDERED DEMO (AGENCY ISSUING ORDER) MUST ATTACH COPY OF DEMO ORDER

10. ABATEMENT TECHNIQUE:

A. FULL CONTAINMENT WITH NEGATIVE AIR B. ALTERNATIVE WORK PRACTICE (PRE-APPROVAL REQUIRED)

(IF AWP, include) Project Designer & LICENSE # \_\_\_\_\_

C. EXTERIOR ABATEMENT D. SPOT REPAIR (>25 SQ. FT. TOTAL)

11. ABATEMENT METHOD:

A. REMOVAL B. ENCAPSULATION C. ENCLOSURE

12. TYPE OF DECONTAMINATION SYSTEM:

A. CONTIGUOUS B. REMOTE C. BOTH

13. TYPE AND AMOUNT OF ASBESTOS TO BE ABATED: (REPORTED IN SQUARE FEET)

FRIABLE MATERIAL

NONFRIABLE MATERIAL

A. SPRAYED /TROWELED ON: \_\_\_\_\_ Category I

B. BOILER INSULATION: \_\_\_\_\_ I. FLOOR COVERINGS/TILES: 3,750

C. TANK INSULATION: \_\_\_\_\_ J. ROOFING, SPECIFY: \_\_\_\_\_

D. BREECHING INSULATION: 200 K. GASKETS, PACKINGS: \_\_\_\_\_

E. DUCT INSULATION: \_\_\_\_\_

F. CEILING TILES: \_\_\_\_\_ L. TRANSITE BOARD: 475

G. OTHER, SPECIFY: sink undercoating - 150 sq ft window door caulk 270 sq ft M. OTHER, SPECIFY: \_\_\_\_\_

H.\* PIPE INSULATION: Use conversion table Total Square Feet \_\_\_\_\_

(Pipe diameter)" Multiply LF by CF = Total Square Feet

14. WASTE DISPOSAL SITE (IF MULTIPLE SITES, LIST SEPARATELY)

NAME: Minerva Enterprises  
ADDRESS: 9000 Minerva Road  
CITY, STATE, ZIP: Wayneburg OH 44688  
OWNER, OPERATOR: \_\_\_\_\_

15. HAULER/ WASTE TRANSPORTER

NAME: Red Technologies  
ADDRESS: 173 Pickering Street  
CITY, STATE, ZIP: Portland CT 06480

Signature and Title of Person Completing this Form:

Mail to:

DPH

ASBESTOS PROGRAM

410 CAPITOL AVENUE, MS # 51 AIR

PO BOX 340308

HARTFORD CT 06134-0308



## Worker Certifications

---

**116 Cook Ave**

13281 Asbestos Abatement Closeout Package

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**ASBESTOS ABATEMENT WORKER**

SEGUNDO C BANO JARA

CERTIFICATE NO.

013128

CURRENT THROUGH

10/31/16

VALIDATION NO.

03-334918

SIGNATURE

  
COMMISSIONER



11-004073135

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Segundo C. Bano

Maria Alcantara  
(Trainer name - print or type)

06/14/12  
(Course end date)

EMPLOYER'S COPY

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME

SOPHEAB SOEUNG

VALIDATION NO.

03-469531

CERTIFICATE NO.

014577

CURRENT THROUGH

11/30/16

PROFESSION

ASBESTOS ABATEMENT WORKER

\_\_\_\_\_  
SIGNATURE

*Raymond*  
\_\_\_\_\_  
COMMISSIONER



*This is to certify that*  
**Sopheab Soeung**

*has attended the 5-hour course*  
**Lead In Construction**

**Course Location**

Institute for Environmental Education, Inc.  
16 Upton Drive Wilmington, MA 01887

**March 8, 2013**

Course Dates

**13-8264-910-253514**

Certificate Number

**March 08, 2013**

Examination Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

[www.ieetrains.com](http://www.ieetrains.com)

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



Occupational  
Safety and Health  
Administration

11-003397723

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Sopheak

Soeung

Jose Fernandez

(Trainer name – print or type)

7/15/2011

(Course end date)



**EMT/ENVIRONMENTAL MANAGEMENT  
TRAINING, CORPORATION**

**SOPHEAB SOEUNG**

*has attended and satisfactorily passed the course:*

**OSHA HAZWOPER INITIAL (40 HRS)**

Certificate Number: OHIE1509052

Date of Course: 09/21-25/2015

Exam Date: 09/25/2015

Expiration Date: 09/25/2016

*"We certify that the above training is in  
accordance with OSHA Regulation  
29 CFR 1910.120."*

  
Director of Training

65 MERRIMACK STREET, SUITE #12, LAWRENCE, MA 01843  
TEL# 978-828-5328 / EMTCORP2004@AOL.COM

WALLET CARD

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME

AGUSTIN CHAFLA

VALIDATION NO.

03-469044

CERTIFICATE NO.

013124

CURRENT THROUGH

04/30/17

PROFESSION

ASBESTOS ABATEMENT WORKER

SIGNATURE

  
COMMISSIONER

# EMT

## ENVIRONMENTAL MANAGEMENT TRAINING

**AGUSTIN CHAFLA**

*has attended and satisfactorily passed the course:*

**OSHA HAZWOPER REFRESHER (8 HRS)**

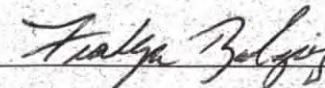
"We certify that the above training is in accordance with OSHA Regulation 29 CFR 1910.120."

Certificate Number: OHRS1605394

Date of Course: 05/21/16

Exam Date: 05/21/16

Expiration Date: 05/21/17



Director of Training

65 MERRIMACK STREET, LAWRENCE, MA 01843

TEL# 978-828-5328 / EMTCORP2004@AOL.COM



Occupational  
Safety and Health  
Administration

11-004065340

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Agustin Chafra

Maria Alcantara  
(Trainer name - print or type)

12/15/12  
(Course end date)

WALLET CARD

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME

ARMANDO QUILLAY

VALIDATION NO.

03-469096

CERTIFICATE NO.

013487

CURRENT THROUGH

12/31/16

PROFESSION

ASBESTOS ABATEMENT WORKER

SIGNATURE

  
COMMISSIONER



Occupational  
Safety and Health  
Administration

11-004642515

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Armando Quillay

Maria Alcantara

(Trainer name - print or type)

11/02/13  
(Course end date)

EMPLOYER'S COPY

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME

JOSE R CHARCO

VALIDATION NO.

03-436934

CERTIFICATE NO.

013041

CURRENT THROUGH

04/30/17

PROFESSION

ASBESTOS ABATEMENT WORKER

SIGNATURE

  
COMMISSIONER



**EMT/ENVIRONMENTAL MANAGEMENT  
TRAINING, CORPORATION**

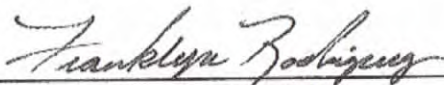
**JOSE CHARCO**

*has attended and satisfactorily passed the course:*

**OSHA HAZWOPER REFRESHER (8 HRS)**

Certificate Number: OHRS1604346  
Date of Course: 04/02/2016  
Exam Date: 04/02/2016  
Expiration Date: 04/02/2017

*"We certify that the above training is in  
accordance with OSHA Regulation  
29 CFR 1910.120."*

  
Director of Training

65 MERRIMACK STREET, SUITE #12, LAWRENCE, MA 01843  
TEL# 978-828-5328 / EMTCORP2004@AOL.COM



Occupational  
Safety and Health  
Administration

11-004652751

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

JOSE CHARCO

JOHN CARBONE

(Trainer name - print or type)

9/10/2014

(Course end date)

WALLET CARD

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME

MESIAS TONATO

VALIDATION NO.

03-373310

CERTIFICATE NO.

011409

CURRENT THROUGH

12/31/16

PROFESSION

ASBESTOS ABATEMENT WORKER

\_\_\_\_\_  
SIGNATURE

*Raymond*  
\_\_\_\_\_  
ACTING COMMISSIONER

OSHA

002333895



U.S. Department of Labor  
Occupational Safety and Health Administration

**Mesias Tonato**

has successfully completed a 10-hour Occupational Safety and Health  
Training Course in

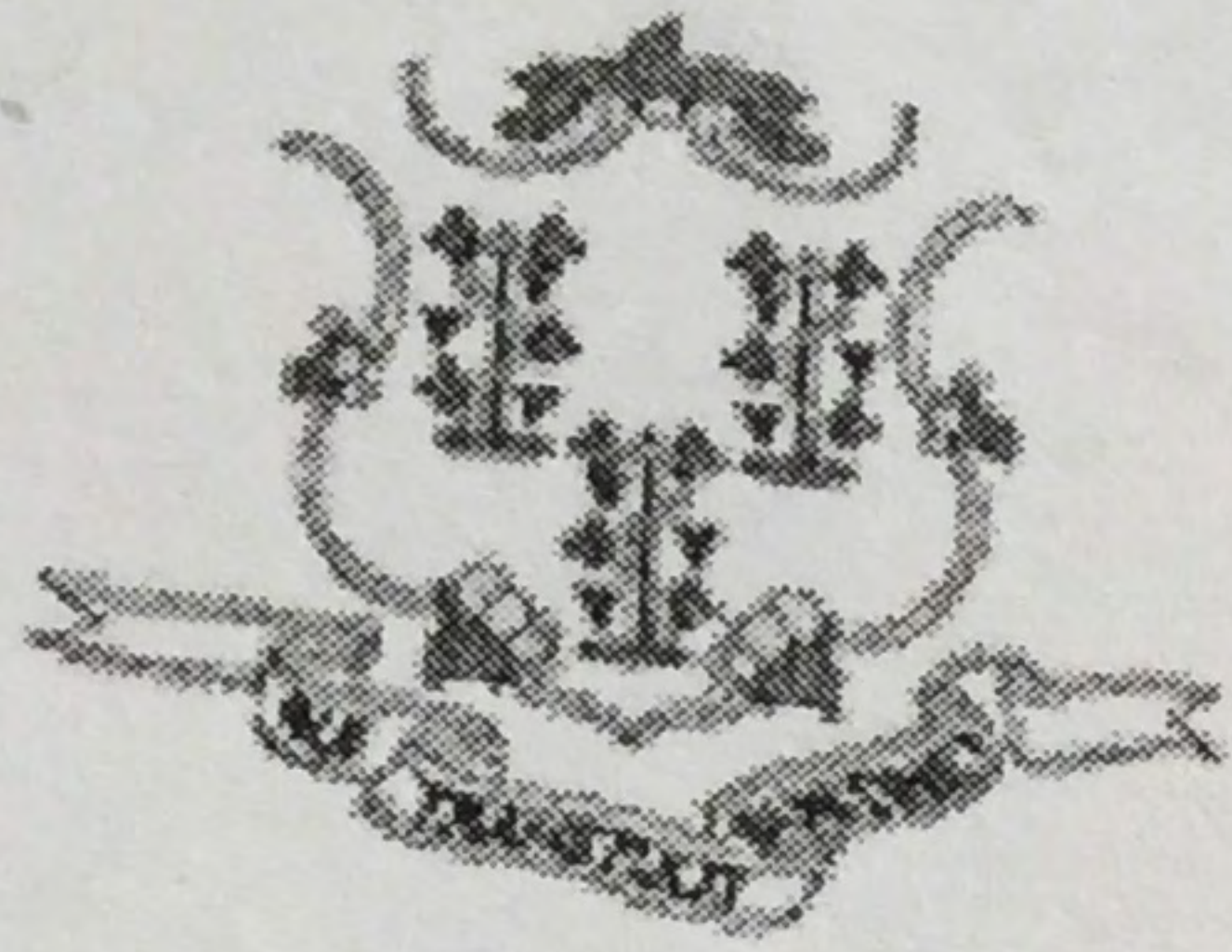
Construction Safety & Health

**Maria Alcantara**

(Trainer)

**8/8/09**

(Date)



State of Connecticut

**Lookup Detail View**

Name

**Name**

SANG SIV

License Information  
lookup

License Type	License Number	Expiration Date	Granted Date	License Name	License Status	Licensure Actions or Pending Charges
Asbestos Abatement Supervisor	4315	10/31/2016	07/22/2010	SANG SIV	ACTIVE	None

Generated on: 2/2/2016 6:43:55 PM



# National CPR Foundation

*Provider Card*

**Student:** Sang B Siv

---

The mentioned individual is now Certified in the mentioned Course by demonstrating proficiency by successfully passing the Examination in accordance with the Terms and Conditions of National CPR Foundation (NCPRF). Valid for 2 Years.

( Infant, Child, Adult )

**Certificate:** CPR / AED / First-Aid      **Date:** 7-21-15

---

Course administered by National CPR Foundation in accordance with the 2010 ECC/ILCOR and AHA® guidelines.

**80 - HOUR HAZARDOUS WASTE  
TRAINING COURSE**



Name:	Sang Bun Siv
S.S.#:	226-29-8805
Certificate #:	22629880541310201
Date Completed:	02-16-01
Refresher Date:	02-16-02

This certificate indicates successful completion of training as required by OSHA 29 CFR 1910.120.

**HAZARD WASTE WORKER  
REFRESHER TRAINING COURSE**



SANG B SIV	
Certificate Number:	880541310201
S.S.#:	XXX-XX-8805
Completed Initial Course:	2 16 2001
Refresher Completed:	5 25 2016
Refresher Date:	5 25 2017

COMPLIES WITH OSHA 29 CFR 1910.120.



30-801285212

This card acknowledges that the recipient has successfully completed a  
30-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Sang Siv

Peter Rice 66873

(Trainer name - print or type)

6/8/15

(Course end date)

WALLET CARD

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME

SARATH NGAN

VALIDATION NO.

03-438113

CERTIFICATE NO.

014560

CURRENT THROUGH

09/30/16

PROFESSION

ASBESTOS ABATEMENT WORKER

SIGNATURE

  
COMMISSIONER



Occupational  
Safety and Health  
Administration

11-003397727

This card acknowledges that the recipient has successfully completed a  
10-hour Occupational Safety and Health Training Course in  
**Construction Safety and Health**

Sarath Ngan

Jose Fernandez

7/15/2011

(Trainer name - print or type)

(Course end date)



# OSHA Personal Monitoring Data

---

**116 Cook Ave**

13281 Asbestos Abatement Closeout Package



# OPTIMUM

Analytical and Consulting, LLC

85 Stiles Road, Suite 201, Salem, NH 03079 Phone: (603)-458-5247

**CLIENT:** Select Demo  
**ADDRESS:** 1 Deleware Dr  
**CITY / STATE / ZIP:** Salem NH 03079  
**CONTACT:** Mike Birdsall  
**DESCRIPTION:** PCM Analysis  
**LOCATION:** 116 Cook Ave., Meriden, CT

## AIR SAMPLE ANALYSIS REPORT PHASE CONTRAST MICROSCOPY

Airborne Fiber Counting By NIOSH 7400 Method

**ORDER#:** 1617241  
**PROJECT#:** 16-0588  
**DATE COLLECTED:** 08/02/2016  
**COLLECTED BY:** Client  
**DATE RECEIVED:** 08/05/2016  
**ANALYSIS DATE:** 08/25/2016  
**REPORT DATE:** 08/25/2016  
**ANALYST:** Lauren Oakes

### SUMMARY OF ANALYSIS

LAB ID	SAMPLE NO.	SAMPLE LOCATION	Avg. Flow Rate	Total Time	Volume (Liters)	No. of Fibers	No. of Fields	Fiber Density (f/mm2)	Fibers per CC
1617241-001	001	BLANK: Blank				0.0	100	<7.0	NA
1617241-002	002	Agustin Chafia-Boiler Area and Vat	2.0	30	60	9.0	100	11.47	0.074
1617241-003	003	Agustin Chafia-Boiler Area and Vat	2.0	540	1080	42.5	100	54.14	0.019
1617241-004	001-1	Sarath Naan-3rd Floor Vat <a href="#">Sample Filter Overloaded</a>	2.0	530	1060				
1617241-005	002-2	Sarath Naan-3rd Floor Vat	2.0	30	60	1.0	100	<7.0	<0.045

Approved Signatory:

Jamie L. Noel, Laboratory Director

Approved Signatory:

Kristina Scaviola; Laboratory Supervisor

Analyst Signatory:

Lauren Oakes



# OPTIMUM

Analytical and Consulting, LLC

85 Stiles Road, Suite 201, Salem, NH 03079 Phone: (603)-458-5247

## AIR SAMPLE ANALYSIS REPORT PHASE CONTRAST MICROSCOPY

Airborne Fiber Counting By NIOSH 7400 Method

**CLIENT:** Select Demo  
**ADDRESS:** 1 Deleware Dr  
**CITY / STATE / ZIP:** Salem NH 03079  
**CONTACT:** Mike Birdsall  
**DESCRIPTION:** PCM Analysis  
**LOCATION:** 116 Cook Ave., Meriden, CT

**ORDER#:** 1617241  
**PROJECT#:** 16-0588  
**DATE COLLECTED:** 08/02/2016  
**COLLECTED BY:** Client  
**DATE RECEIVED:** 08/05/2016  
**ANALYSIS DATE:** 08/25/2016  
**REPORT DATE:** 08/25/2016  
**ANALYST:** Lauren Oakes

### SUMMARY OF ANALYSIS

LAB ID	SAMPLE NO.	SAMPLE LOCATION	Avg. Flow Rate	Total Time	Volume (Liters)	No. of Fibers	No. of Fields	Fiber Density (f/mm2)	Fibers per CC

Optimum is not responsible for sample collection activities or analytical method limitations.

Fiber Count Range/100 Fields (interlaboratory Sr):

0-20: 0.07 >20-50: 0.11 >50-100: 0.04

Fiber Count Range/100 Fields (intralaboratory Sr):

Lauren Oakes 0-20: .24; >20-50: .14; >50-100: .10

Jamie Noel 0-20: .18; >20-50: .14; >50-100: .08

Kristina Scaviola 0-20: .23; >20-50: .28; >50-100: .12

TWA's:	Name	Type	TWA (f/cc)
	Client	8 Hour TWA	0

#### NOTES:

Method Detection Limit: 5.5 fibers/100 fields or 7 fibers/mm2

Microscope Field Area: 0.00785 mm2

Filtler Size: 25mm

Fiber Criteria: >5 microns (µm) in length; > 3:1 aspect ratio

\* The Calculated sample Volumes are based on the Sampling Data supplied by the Client. Fibers/CC cannot be Calculated for Samples (or blanks) with No Air Volume. Samples were received in good condition unless otherwise noted. The results for this report have not been blank corrected. Results relate only to the items tested. This report may not be reproduced except in full, without the written approval of Optimum Analytical and Consulting, LLC.



Approved Signatory:

Jamie L. Noel, Laboratory Director

Approved Signatory:

Kristina Scaviola; Laboratory Supervisor

Analyst Signatory:

Lauren Oakes



# OPTIMUM

Analytical and Consulting, LLC

85 Stiles Road, Suite 201, Salem, NH 03079 Phone: (603)-458-5247

**CLIENT:** Select Demo  
**ADDRESS:** 1 Deleware Dr  
**CITY / STATE / ZIP:** Salem NH 03079  
**CONTACT:** Mike Birdsall  
**DESCRIPTION:** PCM Analysis  
**LOCATION:** 116 Cook Ave., Meriden, CT

## AIR SAMPLE ANALYSIS REPORT PHASE CONTRAST MICROSCOPY

Airborne Fiber Counting By NIOSH 7400 Method

**ORDER#:** 1617241  
**PROJECT#:** 16-0588  
**DATE COLLECTED:** 08/02/2016  
**COLLECTED BY:** Client  
**DATE RECEIVED:** 08/05/2016  
**ANALYSIS DATE:** 08/25/2016  
**REPORT DATE:** 08/25/2016  
**ANALYST:** Lauren Oakes

Select Demo, LLC PERSONNEL AIR SAMPLING DATA SHEET

Sample ID Number	Employee Name Social Security No.	Total Description	Inspection Type/Method	Start Time	Stop Time	Flow (L/min)	Pump No.	Fiber Concentration
001	N/A	Biquin	N/A	N/A	N/A	250	N/A	0/100
002	Agustin LARA	Biquin 4hrs	1/2 Face mask	13:00	17:00	250	P10	9/100
003	Agustin LARA	Biquin 4hrs	1/2 Face mask	17:00	21:00	250	P10	425/100
001-1	Sam H. Wren	7yd Floor VAF	1/2 Face mask	3:00	4:00	250	P10	DL
001-2	Sam H. Wren	7yd Floor VAF	1/2 Face mask	3:00	3:30	250	P10	1/100

Sampled by: Mike Birdsall  
 Relinquished by: \_\_\_\_\_  
 Received by: Lauren Oakes  
 Received in Lab by: \_\_\_\_\_

Select Demo SERVICES, LLC  
 Company: Select Demo Services, LLC  
 1 Deleware Drive  
 Salem, NH 03079  
 e-mail: results@ndselectdemo.com  
 Phone: 603-401-0119

1617241  
8/25/17

**Approved Signatory:**   
 Jamie L. Noel, Laboratory Director

**Approved Signatory:**   
 Kristina Scaviola, Laboratory Supervisor

**Analyst Signatory:**   
 Lauren Oakes



## Daily Logs

---

**116 Cook Ave**

13281 Asbestos Abatement Closeout Package



Date: 7/25/2016

Daily Site Report Page 1 of 2

Please E-Mail all Reports to

mwhite@selectdemoservices.com

rdogil@selectdemoservices.com

Job Name: 116 Cook Avenue Job #: PM: Bill Finn

Day of Week: Monday Shift Start Time: 7:00am Shift End Time: 5:00pm OT: Weather:

Select Workforce Laborers: 7 Operators: Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 10 GC: IH Firm:

Hygienist Name:

Select Equipment on-site:

Truck/Van #ID: Neg. Air: 6 Shower/Filtration:

Rental Equipment On-Site

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

We offloaded the supplies off the truck, and started prepping the windows on the 1st floor and the 2nd floor, also we started taking the lights and ballists on the 2nd floor down, and we use the 2x4 to make safety rails for all the weak areas.



Date: 7/25/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: \_\_\_\_\_ Full: \_\_\_\_\_ # of Containments: \_\_\_\_\_
Limited Regular Area: \_\_\_\_\_ Describe: \_\_\_\_\_

Material Removed Today

Piping (LF): \_\_\_\_\_ Fittings(ea): \_\_\_\_\_ Breeching/Duct (SF): \_\_\_\_\_ Boiler/Tank (SF): \_\_\_\_\_
Spray-On (SF): \_\_\_\_\_ VAT (SF): \_\_\_\_\_ Mastic (SF): \_\_\_\_\_ Transite (SF): \_\_\_\_\_
Other: Describe: \_\_\_\_\_ Other: Describe: \_\_\_\_\_

Prep: \_\_\_\_\_ Cleaning: \_\_\_\_\_ Teardown: \_\_\_\_\_ Other: \_\_\_\_\_

nal Samples Collected (Yes or No): \_\_\_\_\_ # of Samples: \_\_\_\_\_ Sample Chain Complete: \_\_\_\_\_

Performing Slip Work (Yes or No): \_\_\_\_\_ Authorized By: \_\_\_\_\_ Totals: \_\_\_\_\_

Work Stoppage/Delays (Yes or No): \_\_\_\_\_ If Yes, Please Describe: \_\_\_\_\_

Safety: \_\_\_\_\_ Pre-Task (Yes or No): \_\_\_\_\_ Inspections (Yes or No): \_\_\_\_\_
Pre-Shift (Yes or No): \_\_\_\_\_ Injuries (Yes or No): \_\_\_\_\_

Reported (Yes or No): \_\_\_\_\_ Reported To: \_\_\_\_\_

Special Safety Needs: \_\_\_\_\_

Comments

Visitors/Hired Details

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Select Demo Foreman: Sang Siv

Select Demo Foreman / PM:



Date: 7/26/2016

Daily Site Report Page 1 of 2

Please E-Mail all Reports to

mwhite@selectdemoservices.com

rdogil@selectdemoservices.com



Job Name: 116 cook ave,ct Job #: 16-0588 PM: bill finn

Day of Week: tues Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 7 Operators: Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 20 GC: city of meriden IH Firm: ti&bond

Hygienist Name: justin

Select Equipment on-site:

Truck/Van #ID: Neg. Air: 11 Shower/Filtration: 2

Rental Equipment On-Site

1 portable john, 1 water tank, 1 generator, and 1 storage 4 spider box 4 cable

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

We started at 6:00am had a couple guys clean up the debris on the 1st floor
a couple guys doing lights and ballist and a couple guys prepping the windows
and still mobilization.



Date: 7/26/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: \_\_\_\_\_ Full: \_\_\_\_\_ # of Containments: \_\_\_\_\_
Limited Regular Area: \_\_\_\_\_ Describe: \_\_\_\_\_

Material Removed Today

Piping (LF): \_\_\_\_\_ Fittings(ea): \_\_\_\_\_ Breeching/Duct (SF): \_\_\_\_\_ Boiler/Tank (SF): \_\_\_\_\_
Spray-On (SF): \_\_\_\_\_ VAT (SF): \_\_\_\_\_ Mastic (SF): \_\_\_\_\_ Transite (SF): \_\_\_\_\_
Other: Describe: \_\_\_\_\_ Other: Describe: \_\_\_\_\_

Prep: \_\_\_\_\_ Cleaning: \_\_\_\_\_ Teardown: \_\_\_\_\_ Other: \_\_\_\_\_

nal Samples Collected (Yes or No): \_\_\_\_\_ # of Samples: \_\_\_\_\_ Sample Chain Complete: \_\_\_\_\_

Performing Slip Work (Yes or No): \_\_\_\_\_ Authorized By: \_\_\_\_\_ Totals: \_\_\_\_\_

Work Stoppage/Delays (Yes or No): \_\_\_\_\_ If Yes, Please Describe: \_\_\_\_\_

Safety: \_\_\_\_\_ Pre-Task (Yes or No): \_\_\_\_\_ Inspections (Yes or No): \_\_\_\_\_
Pre-Shift (Yes or No): \_\_\_\_\_ Injuries (Yes or No): \_\_\_\_\_

Reported (Yes or No): \_\_\_\_\_ Reported To: \_\_\_\_\_

Special Safety Needs: \_\_\_\_\_

Comments

Visitors/Hired Details

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Select Demo Foreman: Sang Siv

Select Demo Foreman / PM:



Date: 7/28/2016

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[mwhite@selectdemoservices.com](mailto:mwhite@selectdemoservices.com)

[rdogil@selectdemoservices.com](mailto:rdogil@selectdemoservices.com)

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: thurs Shift Start Time: 6:00am Weather: \_\_\_\_\_  
Shift End Time: 4:00pm OT: \_\_\_\_\_

*Select* Workforce Laborers: 7 Operators: \_\_\_\_\_ Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 40 GC: city of meriden IH Firm: tighe&bond

Hygienist Name: \_\_\_\_\_

*Select* Equipment on-site:

Truck/Van #ID: \_\_\_\_\_ Neg. Air: \_\_\_\_\_ Shower/Filtration: \_\_\_\_\_

Rental Equipment On-Site

water tank,generator,storage box,4 spider box, 4 cable

Extra Work Performed?: \_\_\_\_\_ T&M Slip #: \_\_\_\_\_ Signed By: \_\_\_\_\_

*Any Work Outside of Scope Must Have Prior Authorization*

### Waste Disposal

We Hauled: \_\_\_\_\_ Dumpsters and #: \_\_\_\_\_ Trailer: \_\_\_\_\_ Daily Bag Count: \_\_\_\_\_

P&S Prep: #1 \_\_\_\_\_ P&S Prep: #2 \_\_\_\_\_ P&S UnPrep:#1 \_\_\_\_\_ P&S UnPrep:#2 \_\_\_\_\_

Clean Concrete: \_\_\_\_\_ Coated Concrete: \_\_\_\_\_ Light Iron/Tin: \_\_\_\_\_ Rebar: \_\_\_\_\_

Wood: \_\_\_\_\_ C&D: \_\_\_\_\_ Other: \_\_\_\_\_

### Work Performed: (Be Specific)

6:00am continuing pre-clean, prep,light, ballasts, make safe,etc..

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Date: 7/28/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: \_\_\_\_\_ Full: \_\_\_\_\_ # of Containments: \_\_\_\_\_
Limited Regular Area: \_\_\_\_\_ Describe: \_\_\_\_\_

Material Removed Today

Piping (LF): \_\_\_\_\_ Fittings(ea): \_\_\_\_\_ Breeching/Duct (SF): \_\_\_\_\_ Boiler/Tank (SF): \_\_\_\_\_
Spray-On (SF): \_\_\_\_\_ VAT (SF): \_\_\_\_\_ Mastic (SF): \_\_\_\_\_ Transite (SF): \_\_\_\_\_
Other: Describe: \_\_\_\_\_ Other: Describe: \_\_\_\_\_

Prep: \_\_\_\_\_ yes \_\_\_\_\_ Cleaning: \_\_\_\_\_ yes \_\_\_\_\_ Teardown: \_\_\_\_\_ Other: \_\_\_\_\_

nal Samples Collected (Yes or No): \_\_\_\_\_ # of Samples: \_\_\_\_\_ Sample Chain Complete: \_\_\_\_\_

Performing Slip Work (Yes or No): \_\_\_\_\_ Authorized By: \_\_\_\_\_ Totals: \_\_\_\_\_

Work Stoppage/Delays (Yes or No): \_\_\_\_\_ If Yes, Please Describe: \_\_\_\_\_

Safety: \_\_\_\_\_ Pre-Task (Yes or No): \_\_\_\_\_ Inspections (Yes or No): \_\_\_\_\_
Pre-Shift (Yes or No): \_\_\_\_\_ Injuries (Yes or No): \_\_\_\_\_

Reported (Yes or No): \_\_\_\_\_ Reported To: \_\_\_\_\_

Special Safety Needs: \_\_\_\_\_

Comments

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Select Demo Foreman: \_\_\_\_\_ sang siv

Select Demo Foreman / PM: \_\_\_\_\_



Date: 8/1/2016

Daily Site Report Page 1 of 2

Please E-Mail all Reports to

mwhite@selectdemoservices.com

rdogil@selectdemoservices.com

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: Monday Shift Start Time: 6:00am Shift End Time: 4:00pm OT: Weather:

Select Workforce Laborers: 7 Operators: Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 50 GC: city of meriden IH Firm: tigde&bonde

Hygienist Name: bill

Select Equipment on-site:

Truck/Van #ID: Neg. Air: 1 per small cont Shower/Filtration: 1 each

Rental Equipment On-Site

water tank,generator,storage,fence etc..

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: Trailer: Daily Bag Count: 35 bags

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

6:00am continuing prep, make safe,lights and ballast, IH run air test 2 small containment on 1st floor

prep check in boiler room,ready to abate, removed 4 interier window in lobby area



Date: 8/1/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 2 Describe:

Material Removed Today

Piping (LF): Fittings(ea): Breeching/Duct (SF): Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): Transite (SF): Other: Describe:

Prep: yes Cleaning: yes Teardown: Other:

nal Samples Collected (Yes or No): # of Samples: Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: Pre-Task (Yes or No): Inspections (Yes or No): Pre-Shift (Yes or No): Injuries (Yes or No):

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

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Select Demo Foreman / PM:



Date: 8/2/2016

Daily Site Report Page 1 of 2

Please E-Mail all Reports to

mwhite@selectdemoservices.com

rdogil@selectdemoservices.com



Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: tues Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 7 Operators: Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 60 GC: city of meriden IH Firm: tigde&bond

Hygienist Name:



Select Equipment on-site:

Truck/Van #ID: Neg. Air: 2,3 each area Shower/Filtration: 1 each



Rental Equipment On-Site

water trailer,storage box,generator, 4 spider box, 4 cable came with



Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization



Waste Disposal

We Hauled: Dumpsters and #: Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:



Work Performed: (Be Specific)

6:00am started abated on boiler area, removing vat 218 sf on second floor
prep on 3 rd floor,go around collect mercury thermostats etc..

Multiple horizontal lines for additional work performed details.



Date: 8/2/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 3,4 Describe:

Material Removed Today

Piping (LF): Fittings(ea): yes Breeching/Duct (SF): 200sf Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): Transite (SF): Other: Describe: lino Other: Describe:

Prep: yes Cleaning: yes Teardown: yes Other:

nal Samples Collected (Yes or No): yes # of Samples: 2 Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: Pre-Task (Yes or No): Inspections (Yes or No): Pre-Shift (Yes or No): Injuries (Yes or No):

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

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Select Demo Foreman / PM:



Date: 8/3/2016

Daily Site Report Page 1 of 2

Please E-Mail all Reports to

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rdogil@selectdemoservices.com

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: wed Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 7 Operators: Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 70 GC: city of Meriden IH Firm: tigde&bond

Hygienist Name: bill

Select Equipment on-site:

Truck/Van #ID: Neg. Air: 1,or2 each area Shower/Filtration: 1 each

Rental Equipment On-Site

1 water trailer,storage.generator

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: 1 Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

contiuing removing boilerbase,light and ballast

vat on 2 floor,prep,asbestos dumster show up

line up the dumpster,tear down containment 3,4 etc...



Date: 8/3/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 5,6 Describe:

Material Removed Today

Piping (LF): Fittings(ea): Breeching/Duct (SF): Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): yes Transite (SF): yes Other: Describe:

Prep: yes Cleaning: yes Teardown: yes Other:

nal Samples Collected (Yes or No): no # of Samples: Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: no fo Pre-Task (Yes or No): no form Inspections (Yes or No): Pre-Shift (Yes or No): no form Injuries (Yes or No): no

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

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Date: 8/4/2016

Daily Site Report Page 1 of 2

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rdogil@selectdemoservices.com

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: thurs Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 7 Operators: Foreman: 1 Man-days Today: 10

Man-Days TO DATE: 80 GC: city of Meriden IH Firm: tigde&bond

Hygienist Name:

Select Equipment on-site:

Truck/Van #ID: Neg. Air: Shower/Filtration: 1 each

Rental Equipment On-Site

storage box,generator,water trailer,spider box

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: 1 Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

removing vat on 3rd floor and mastic,prep, light and ballast etc..

Multiple horizontal lines for additional work performed details.



Date: 8/4/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 5,6 Describe:

Material Removed Today

Piping (LF): Fittings(ea): Breeching/Duct (SF): Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): yes Transite (SF): Other: Describe:

Prep: yes Cleaning: yes Teardown: no Other:

nal Samples Collected (Yes or No): yes # of Samples: 2 Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: Pre-Task (Yes or No): Inspections (Yes or No): Pre-Shift (Yes or No): Injuries (Yes or No):

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

Visitors/Hired Details

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Select Demo Foreman / PM:



Date: 8/8/2016

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rdogil@selectdemoservices.com

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: Monday Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 8 Operators: 1 Foreman: 1 Man-days Today: 12.5

Man-Days TO DATE: GC: city of meriden IH Firm: tigde&bonde

Hygienist Name: bill

Select Equipment on-site:

Truck/Van #ID: Neg. Air: 1 per small cont Shower/Filtration: 1 each

Rental Equipment On-Site

water tank,generator,storage,fence etc..

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: Trailer: Daily Bag Count: 35 bags

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

6:00am continuing prep, make safe,lights and ballast, IH run air test 2 small containment on 1st floor

prep check in boiler room,ready to abate, removed 4 interier window in lobby area



Date: 8/8/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 2 Describe:

Material Removed Today

Piping (LF): Fittings(ea): Breeching/Duct (SF): Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): Transite (SF): Other: Describe:

Prep: yes Cleaning: yes Teardown: Other:

nal Samples Collected (Yes or No): # of Samples: Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: Pre-Task (Yes or No): Inspections (Yes or No): Pre-Shift (Yes or No): Injuries (Yes or No):

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

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Date: 8/9/2016

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[rdogil@selectdemoservices.com](mailto:rdogil@selectdemoservices.com)



Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: tues Shift Start Time: 6:00am Weather: \_\_\_\_\_  
Shift End Time: 4:00pm OT: \_\_\_\_\_

*Select* Workforce Laborers: 8 Operators: 1 Foreman: 1 Man-days Today: 12.5

Man-Days TO DATE: \_\_\_\_\_ GC: city of meriden IH Firm: tighe&bond

Hygienist Name: \_\_\_\_\_



*Select* Equipment on-site:

Truck/Van #ID: \_\_\_\_\_ Neg. Air: 2,3 each area Shower/Filtration: 1 each



Rental Equipment On-Site

water trailer,storage box,generator, 4 spider box, 4 cable came with

Extra Work Performed?: \_\_\_\_\_ T&M Slip #: \_\_\_\_\_ Signed By: \_\_\_\_\_

*Any Work Outside of Scope Must Have Prior Authorization*



### Waste Disposal

We Hauled: \_\_\_\_\_ Dumpsters and #: \_\_\_\_\_ Trailer: \_\_\_\_\_ Daily Bag Count: \_\_\_\_\_

P&S Prep: #1 \_\_\_\_\_ P&S Prep: #2 \_\_\_\_\_ P&S UnPrep:#1 \_\_\_\_\_ P&S UnPrep:#2 \_\_\_\_\_

Clean Concrete: \_\_\_\_\_ Coated Concrete: \_\_\_\_\_ Light Iron/Tin: \_\_\_\_\_ Rebar: \_\_\_\_\_

Wood: \_\_\_\_\_ C&D: \_\_\_\_\_ Other: \_\_\_\_\_



### Work Performed: (Be Specific)

6:00am started abated on boiler area, removing vat 218 sf on second floor  
prep on 3 rd floor,go around collect mercury thermostats etc..

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Date: 8/9/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 3,4 Describe:

Material Removed Today

Piping (LF): Fittings(ea): yes Breeching/Duct (SF): 200sf Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): Transite (SF): Other: Describe: lino Other: Describe:

Prep: yes Cleaning: yes Teardown: yes Other:

nal Samples Collected (Yes or No): yes # of Samples: 2 Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: Pre-Task (Yes or No): Inspections (Yes or No): Pre-Shift (Yes or No): Injuries (Yes or No):

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

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Select Demo Foreman: sang siv

Select Demo Foreman / PM:



Date: 8/10/2016

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Please E-Mail all Reports to

mwhite@selectdemoservices.com

rdogil@selectdemoservices.com

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: wed Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 8 Operators: 1 Foreman: 1 Man-days Today: 12.5

Man-Days TO DATE: GC: city of Meriden IH Firm: tigde&bond

Hygienist Name: bill

Select Equipment on-site:

Truck/Van #ID: Neg. Air: 1,or2 each area Shower/Filtration: 1 each

Rental Equipment On-Site

1 water trailer,storage.generator

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: 1 Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

contiuing removing boilerbase,light and ballast

vat on 2 floor,prep,asbestos dumster show up

line up the dumpster,tear down containment 3,4 etc...



Date: 8/10/2016

Daily Site Report Page 2 of 2

Abatement Work Performed:

Type of Containment: Limited Regular Area: Full: yes # of Containments: 5,6 Describe:

Material Removed Today

Piping (LF): Fittings(ea): Breeching/Duct (SF): Boiler/Tank (SF): Spray-On (SF): VAT (SF): yes Mastic (SF): yes Transite (SF): yes Other: Describe:

Prep: yes Cleaning: yes Teardown: yes Other:

nal Samples Collected (Yes or No): no # of Samples: Sample Chain Complete:

Performing Slip Work (Yes or No): Authorized By: Totals:

Work Stoppage/Delays (Yes or No): If Yes, Please Descrbe:

Safety: no fo Pre-Task (Yes or No): no form Inspections (Yes or No): Pre-Shift (Yes or No): no form Injuries (Yes or No): no

Reported (Yes or No): Reported To:

Special Safety Needs:

Comments

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Select Demo Foreman: sang siv

Select Demo Foreman / PM:



Date: 8/11/2016

Daily Site Report Page 1 of 2

Please E-Mail all Reports to

mwhite@selectdemoservices.com

rdogil@selectdemoservices.com

Job Name: 116 cook ave Job #: 16-0588 PM: bill finn

Day of Week: thurs Shift Start Time: 6:00am Weather:
Shift End Time: 4:00pm OT:

Select Workforce Laborers: 8 Operators: 1 Foreman: 1 Man-days Today: 12.5

Man-Days TO DATE: GC: city of Meriden IH Firm: tigde&bond

Hygienist Name:

Select Equipment on-site:

Truck/Van #ID: Neg. Air: Shower/Filtration: 1 each

Rental Equipment On-Site

storage box,generator,water trailer,spider box

Extra Work Performed?: T&M Slip #: Signed By:

Any Work Outside of Scope Must Have Prior Authorization

Waste Disposal

We Hauled: Dumpsters and #: 1 Trailer: Daily Bag Count:

P&S Prep: #1 P&S Prep: #2 P&S UnPrep:#1 P&S UnPrep:#2

Clean Concrete: Coated Concrete: Light Iron/Tin: Rebar:

Wood: C&D: Other:

Work Performed: (Be Specific)

removing vat on 3rd floor and mastic,prep, light and ballast etc..

Blank lines for additional work performed details.



Date: 8/11/2016

**Daily Site Report Page 2 of 2**

**Abatement Work Performed:**

Type of Containment: \_\_\_\_\_ Full: yes # of Containments: 5,6  
Limited Regular Area: \_\_\_\_\_ Describe: \_\_\_\_\_

**Material Removed Today**

Piping (LF): \_\_\_\_\_ Fittings(ea): \_\_\_\_\_ Breeching/Duct (SF): \_\_\_\_\_ Boiler/Tank (SF): \_\_\_\_\_  
Spray-On (SF): \_\_\_\_\_ VAT (SF): yes Mastic (SF): yes Transite (SF): \_\_\_\_\_  
Other: Describe: \_\_\_\_\_ Other: Describe: \_\_\_\_\_

Prep: yes Cleaning: yes Teardown: no Other: \_\_\_\_\_

nal Samples Collected (Yes or No): yes # of Samples: 2 Sample Chain Complete: \_\_\_\_\_

Performing Slip Work (Yes or No): \_\_\_\_\_ Authorized By: \_\_\_\_\_ Totals: \_\_\_\_\_

Work Stoppage/Delays (Yes or No): \_\_\_\_\_ If Yes, Please Descrbe: \_\_\_\_\_

Safety: \_\_\_\_\_ Pre-Task (Yes or No): \_\_\_\_\_ Inspections (Yes or No): \_\_\_\_\_  
Pre-Shift (Yes or No): \_\_\_\_\_ Injuries (Yes or No): \_\_\_\_\_

Reported (Yes or No): \_\_\_\_\_ Reported To: \_\_\_\_\_

Special Safety Needs: \_\_\_\_\_

**Comments**

**Visitors/Hired Details**

**Disclaimer: You agree your electronic signature is the legal equivalent of your manual signature on this document.**

**Renuncia: Usted acepta su firma electrónica es el equivalente legal de su firma manual sobre este documento.**

*Select* Demo Foreman: sang siv

*Select* Demo Foreman / PM: \_\_\_\_\_

## Daily Site Report

<b>Submission Date</b>	2016-08-15 18:02:55
<b>Date</b>	08-15-2016
<b>Day of Week</b>	Monday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	city of Meriden
<b>IH Firm</b>	tighe&bond
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	8
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	12.5
<b>Total Man Days To Date</b>	140
<b>Rentals On-Site;</b>	water trailer,1 generator, 1 storage , 1 job trailer, 4 spider box with 4 cable,1boomlift,1bobcat,1lull
<b>Trailer:</b>	40 yard dumpster
<b>LOCATION</b>	3rd floor,4th floor
<b>Specific Details:</b>	demo partition wall,ceiling tiles, metal grids,light,ballast etc..
<b>Limited Regular Area:</b>	poly floor,
<b>Describe:</b>	sign,negative air running during demo
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	none
<b>VAT (SF):</b>	none
<b>Mastic (SF):</b>	none

<b>Transite (SF):</b>	none
<b>Other: (Describe)</b>	pcb debris
<b>Prep:</b>	yes
<b>Cleaning:</b>	yes
<b>Teardown:</b>	no
<b>Samples Collected?</b>	NO
<b>Injuries?</b>	NO

**Photos to Upload**



[Work 060.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

**Foreman:** sang siv

Foreman Signature

Sung Siv

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## Daily Site Report

<b>Submission Date</b>	2016-08-16 16:55:33
<b>Date</b>	08-16-2016
<b>Day of Week</b>	Tuesday
<b>Job Name:</b>	116 Cook Avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	city of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	Bill
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	8
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	12.5
<b>Total Man Days To Date</b>	152.5
<b>Rentals On-Site;</b>	1 Boom Lift, 1 Lull, 1 Bobcat, 1 Water trailer, 1 Storage box, 1 Generator, 4 Spider box with 4 cables
<b>LOCATION</b>	2,3,4 floors
<b>Specific Details:</b>	Finish up on 4th floor b and c wing 3rd b and c wing and we just started 2nd floor b wing, and we continue to take out the pcb from 2-4th floor.
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	none
<b>VAT (SF):</b>	none
<b>Mastic (SF):</b>	none
<b>Transite (SF):</b>	none
<b>Other: (Describe)</b>	none

Injuries?

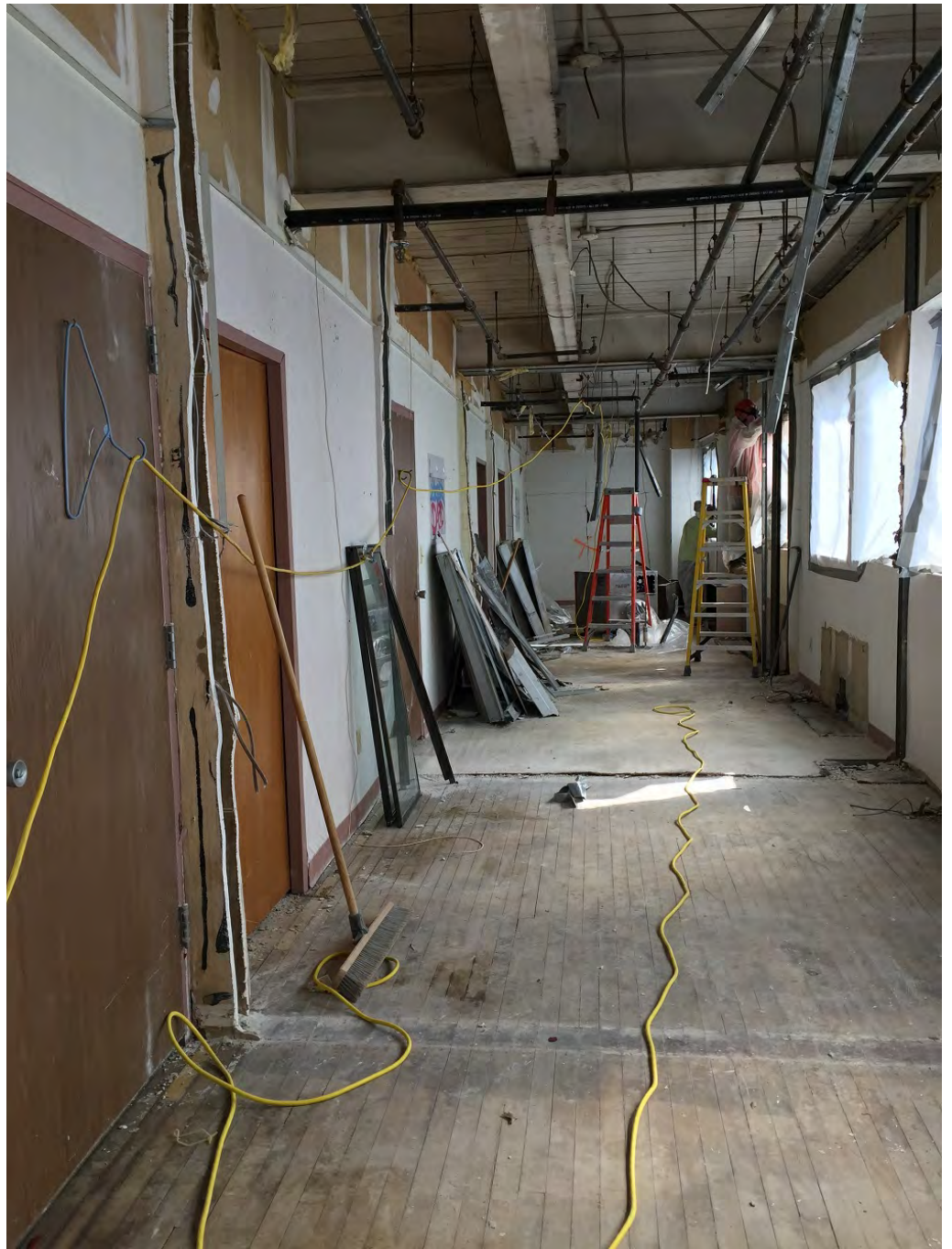
NO

Photos to Upload



[work 002.JPG](#)

Photos to Upload



[work 011.JPG](#)

Photos to Upload



[work 013.JPG](#)

Photos to Upload



[work 004.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

Sang Siv

Foreman Signature

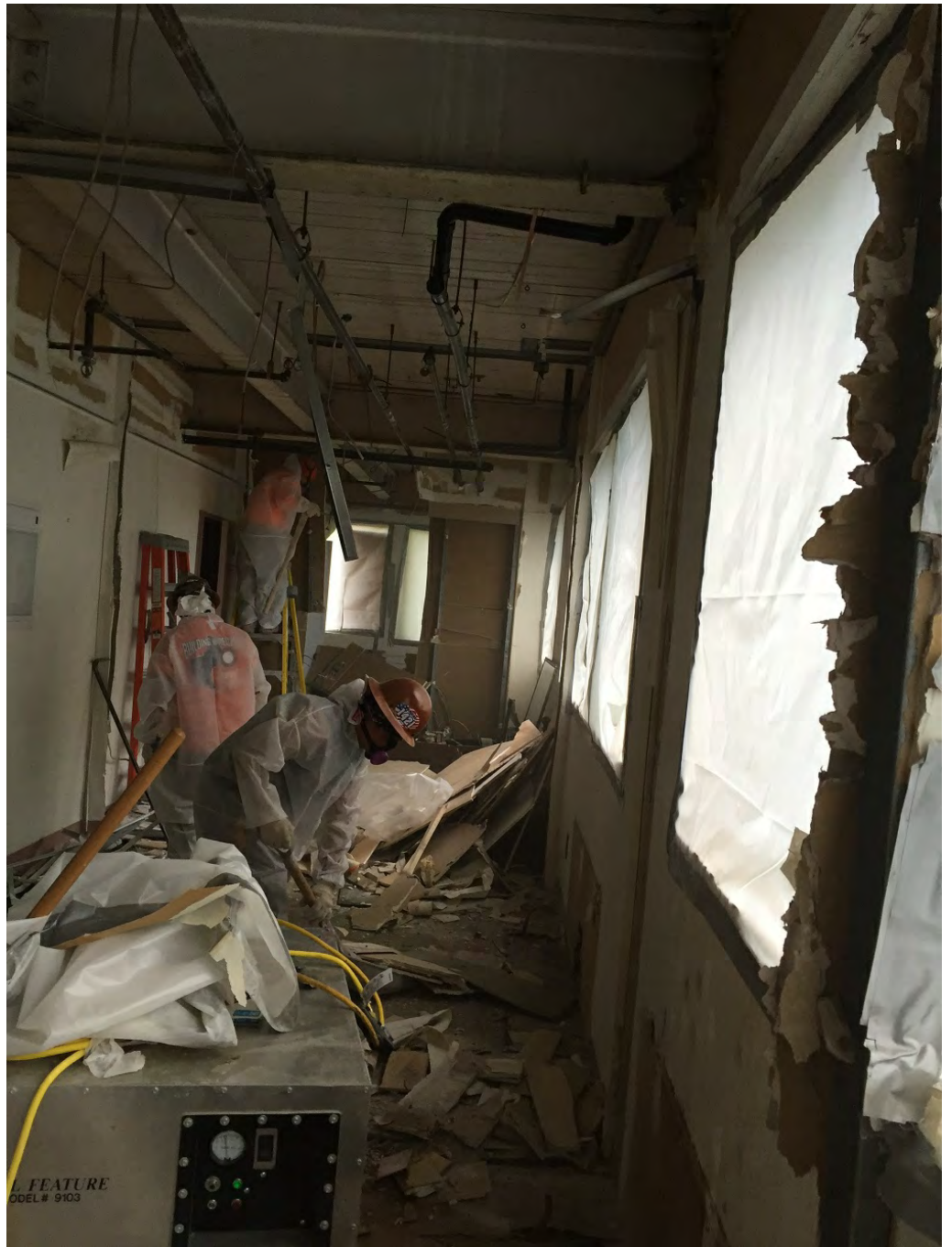
Sang Siv

## Daily Site Report

<b>Submission Date</b>	2016-08-17 15:49:23
<b>Date</b>	08-17-2016
<b>Day of Week</b>	Wednesday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	bill
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	8
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	12.5
<b>Total Man Days To Date</b>	167.5
<b>Rentals On-Site;</b>	lull,water trailer,job trailer,storage can, boomlift, 4 spider box with 4 cable
<b>LOCATION</b>	3rd,2nd floor
<b>Specific Details:</b>	make safe,lights ,ballast, demo sheet rock wall, ceiling tiles, ceiling grid, loaded through window
<b>Type of Containment</b>	limit
<b>Describe:</b>	decon, negative air,poly on window etc..
<b>Piping (LF):</b>	na
<b>Fittings (EA):</b>	na
<b>Breeching/Duct (SF):</b>	na
<b>Boiler/Tank (SF):</b>	na
<b>Spray-On (SF):</b>	na
<b>VAT (SF):</b>	na
<b>Mastic (SF):</b>	na

<b>Transite (SF):</b>	na
<b>Other: (Describe)</b>	na
<b>Prep:</b>	yes
<b>Cleaning:</b>	yes
<b>Teardown:</b>	yes
<b>Samples Collected?</b>	NO
<b>Performing Slip Work?</b>	NO
<b>Work Stoppage?</b>	NO
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO

Photos to Upload



[work 001.JPG](#)

Photos to Upload



[work 002.JPG](#)

Photos to Upload



[work 009.JPG](#)

Photos to Upload



[work 015.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

sang siv

Foreman Signature

Sang Siv

## Daily Site Report

<b>Submission Date</b>	2016-08-18 19:45:21
<b>Date</b>	08-18-2016
<b>Day of Week</b>	Thursday
<b>Job Name:</b>	116 cook ave
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	na
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	81
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	12.5
<b>Total Man Days To Date</b>	180
<b>Rentals On-Site;</b>	lull,generator,boomlift,4 spider box with 4 cable, job trailer, water trailer,storage can
<b>Trailer:</b>	40 yard asbestos can
<b>LOCATION</b>	3rd,2nd floor
<b>Specific Details:</b>	removing partition wall,celing grids,ceiling tiles, loaded through window etc..
<b>Type of Containment</b>	limited
<b>Piping (LF):</b>	n
<b>Fittings (EA):</b>	n
<b>Breeching/Duct (SF):</b>	n
<b>Boiler/Tank (SF):</b>	n
<b>Spray-On (SF):</b>	n
<b>VAT (SF):</b>	n
<b>Mastic (SF):</b>	n

<b>Transite (SF):</b>	n
<b>Other: (Describe)</b>	n
<b>Prep:</b>	yes
<b>Cleaning:</b>	yes
<b>Teardown:</b>	no
<b>Samples Collected?</b>	NO
<b>Performing Slip Work?</b>	NO
<b>Work Stoppage?</b>	NO
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO

**Photos to Upload**



[work 006.JPG](#)

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[work 004.JPG](#)

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[work 005.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

sang siv

Foreman Signature

Sung Siv

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## Daily Site Report

<b>Submission Date</b>	2016-08-22 16:19:05
<b>Date</b>	08-22-2016
<b>Day of Week</b>	Monday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	na
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	7
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	11.5
<b>Total Man Days To Date</b>	191.5
<b>Rentals On-Site;</b>	lull,boomlift,generator,4 spider with 4 cable,water trailer, job trailer,
<b>Trailer:</b>	40 yard asbestos trailer
<b>Other:</b>	pcb
<b>LOCATION</b>	b,c wing, 1st floor
<b>Specific Details:</b>	5:40 am arrived on job site ,starting a generator, notice no light ,checking the spider box, all cable gone(4),started connect extension cord direct to generator for light so crew can start work on 1st floor, continuing demo etc..
<b>Type of Containment</b>	limited
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	none
<b>VAT (SF):</b>	none

<b>Mastic (SF):</b>	none
<b>Transite (SF):</b>	none
<b>Other: (Describe)</b>	pcb debris
<b>Prep:</b>	yes
<b>Cleaning:</b>	yes
<b>Teardown:</b>	no
<b>Samples Collected?</b>	NO
<b>Performing Slip Work?</b>	NO
<b>Visitors/Hired Details</b>	police doing report a bout spider cable missing
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO

**Photos to Upload**



[IMG\\_0206.JPG](#)

Photos to Upload



[IMG\\_0203.JPG](#)

Photos to Upload



[IMG\\_0209.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

**Foreman:**

sang siv

**Foreman Signature**



A handwritten signature in black ink, reading "Sang Siv", is written above a solid horizontal line. The signature is cursive and stylized.

## Daily Site Report

<b>Submission Date</b>	2016-08-23 15:34:17
<b>Date</b>	08-23-2016
<b>Day of Week</b>	Tuesday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	na
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	9
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	14
<b>Total Man Days To Date</b>	205.5
<b>Rentals On-Site;</b>	lull,boom lift, 4 spider box with 4 cable,job trailer, conex,water trailer etc..
<b>Trailer:</b>	40 yard asbestos
<b>LOCATION</b>	1st floor
<b>Specific Details:</b>	demo partition wall
<b>Type of Containment</b>	limited
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	na
<b>VAT (SF):</b>	na
<b>Mastic (SF):</b>	none

**Transite (SF):** none

**Other: (Describe)** n

**Work Stoppage?** NO

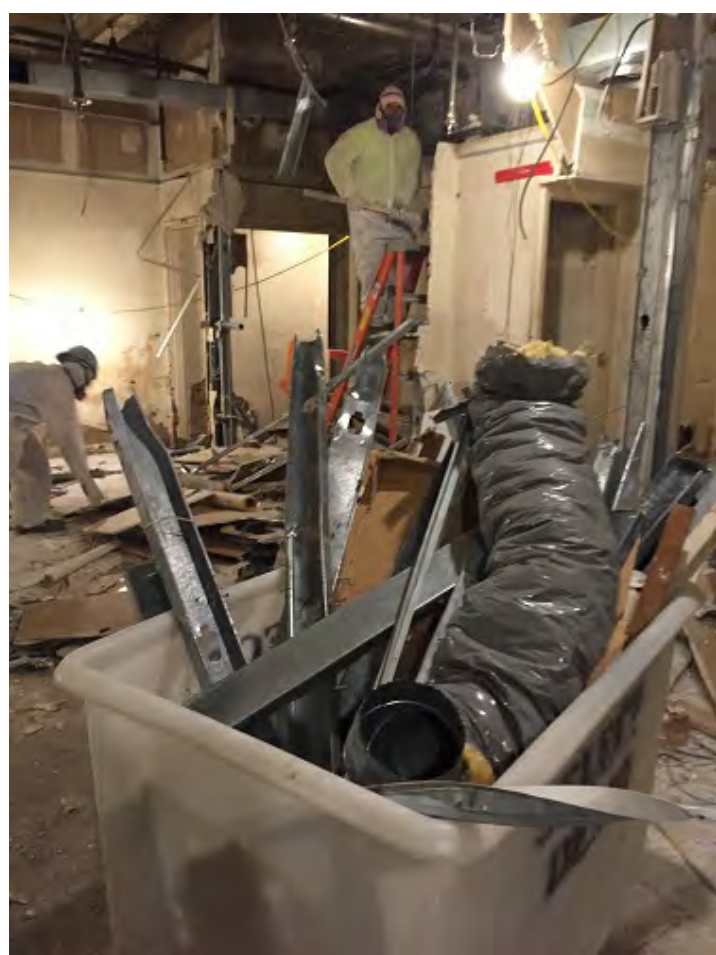
**Pre-Task** NO

**Pre-Shift** NO

**Inspections** NO

**Injuries?** YES

**Photos to Upload**



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Photos to Upload



[IMG\\_0219.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

sang siv

Foreman Signature

Sang Siv

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## Daily Site Report

<b>Submission Date</b>	2016-08-24 16:16:51
<b>Date</b>	08-24-2016
<b>Day of Week</b>	Wednesday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	na
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	9
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	14
<b>Total Man Days To Date</b>	219.5
<b>Rentals On-Site;</b>	boomlift,lull,water trailer,job trailer,gernerator,4 spiderbox with cable, conex,
<b>Trailer:</b>	40 yard asbestos trailer
<b>Other:</b>	pcb
<b>LOCATION</b>	b,c wing, 1st floor
<b>Specific Details:</b>	demo wall, ceiling grid, tiles, load/clean, etc.
<b>Type of Containment</b>	limited
<b>Piping (LF):</b>	na
<b>Fittings (EA):</b>	na
<b>Breeching/Duct (SF):</b>	na
<b>Boiler/Tank (SF):</b>	na
<b>Spray-On (SF):</b>	na
<b>VAT (SF):</b>	na

<b>Mastic (SF):</b>	na
<b>Transite (SF):</b>	na
<b>Other: (Describe)</b>	pcb debris
<b>Prep:</b>	yes
<b>Cleaning:</b>	yes
<b>Teardown:</b>	no
<b>Samples Collected?</b>	NO
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO
<b>Reported?</b>	NO

**Photos to Upload**



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[IMG\\_0223.JPG](#)

Photos to Upload



[IMG\\_0225.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up

Foreman:

sang siv

Foreman Signature

Sang Siv

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## Daily Site Report

<b>Submission Date</b>	2016-08-25 14:44:09
<b>Date</b>	08-25-2016
<b>Day of Week</b>	Thursday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	na
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	9
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	14
<b>Total Man Days To Date</b>	233
<b>Rentals On-Site;</b>	boomlift, lull, spiderbox with cable, water trailer, conex, 40 yard asbestos trailer
<b>Other:</b>	pcb
<b>LOCATION</b>	b,c wing, 1st floor
<b>Specific Details:</b>	load/unload, clean area, demo ceiling tiles and grid, etc.
<b>Piping (LF):</b>	na
<b>Fittings (EA):</b>	na
<b>Breeching/Duct (SF):</b>	na
<b>Boiler/Tank (SF):</b>	na
<b>Spray-On (SF):</b>	na
<b>VAT (SF):</b>	na
<b>Mastic (SF):</b>	na
<b>Transite (SF):</b>	na

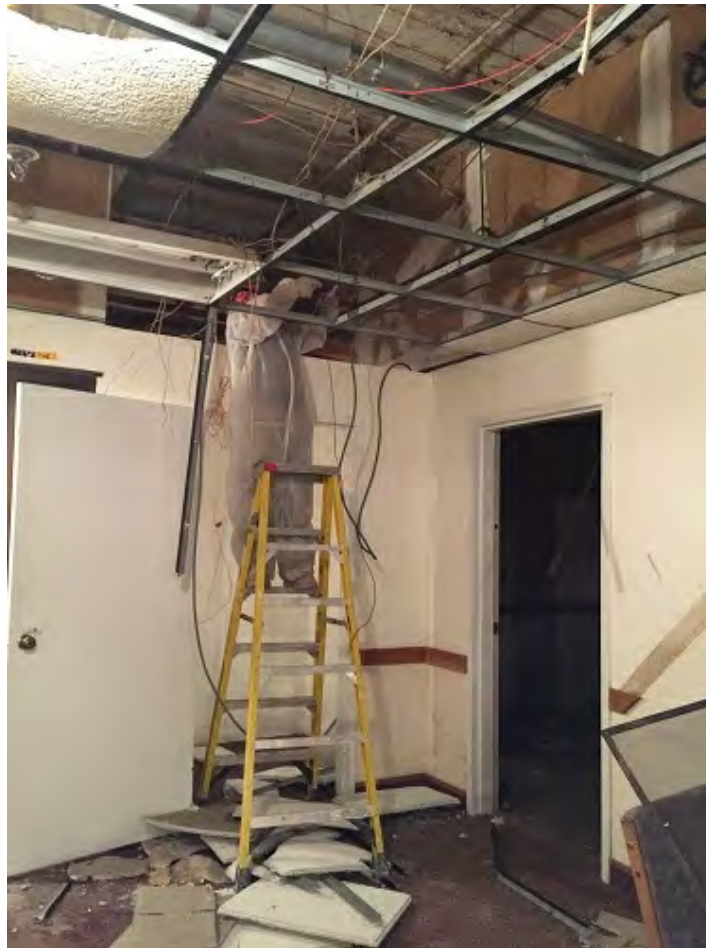
<b>Other: (Describe)</b>	pcb debris
<b>Prep:</b>	yes
<b>Cleaning:</b>	yes
<b>Teardown:</b>	yes
<b>Samples Collected?</b>	NO
<b>Performing Slip Work?</b>	NO
<b>Work Stoppage?</b>	NO
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO
<b>Reported?</b>	NO

**Photos to Upload**



[IMG\\_0229.JPG](#)

Photos to Upload



[IMG\\_0228.JPG](#)

Photos to Upload



[IMG\\_0227.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

sang siv

Foreman Signature

Sang Siv

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## Daily Site Report

<b>Submission Date</b>	2016-08-29 16:06:25
<b>Date</b>	08-29-2016
<b>Day of Week</b>	Monday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	na
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	10
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	15
<b>Total Man Days To Date</b>	248
<b>Rentals On-Site;</b>	generator,water trailer,job trailer,conex,boom lift, lull,portable party etc...
<b>Trailer:</b>	asbestos dumpster
<b>LOCATION</b>	A,B Wing
<b>Specific Details:</b>	demo partition wall,ceiling grids,tiles,cleaning, etc..
<b>Was there Containment?</b>	YES
<b>Type of Containment</b>	limited
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	none
<b>VAT (SF):</b>	none

<b>Mastic (SF):</b>	none
<b>Transite (SF):</b>	none
<b>Other: (Describe)</b>	pcb debris
<b>Samples Collected?</b>	NO
<b>Performing Slip Work?</b>	NO
<b>Work Stoppage?</b>	NO
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO

**Photos to Upload**



[IMG\\_0238.JPG](#)

Photos to Upload



[IMG\\_0239.JPG](#)

Photos to Upload



[IMG\\_0264.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

sang siv

Foreman Signature

Sang Siv

## Daily Site Report

<b>Submission Date</b>	2016-08-30 16:01:45
<b>Date</b>	08-30-2016
<b>Day of Week</b>	Tuesday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	Bill
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	10
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	15
<b>Total Man Days To Date</b>	263
<b>Rentals On-Site;</b>	Water Trailer, Connex Box, Boom Lift, Asbestos Trailer, Lull, Spider Box with cable, Portable restroom,
<b>Other:</b>	PCB
<b>LOCATION</b>	1st Floor B and C
<b>Specific Details:</b>	Finish Demo, continue cleaning and taking out the ceiling tiles, ect.
<b>Was there Containment?</b>	NO
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	none
<b>VAT (SF):</b>	none
<b>Mastic (SF):</b>	none

<b>Transite (SF):</b>	none
<b>Other: (Describe)</b>	PCB Debris
<b>Cleaning:</b>	yes
<b>Teardown:</b>	no
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO

**Photos to Upload**



[Work 040.JPG](#)

Photos to Upload



[Work\\_044.JPG](#)

**Photos to Upload**



[Work 047.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

**Foreman:**

Sang Siv

**Foreman Signature**

Sang Siv

## Daily Site Report

<b>Submission Date</b>	2016-08-31 15:57:10
<b>Date</b>	08-31-2016
<b>Day of Week</b>	Wednesday
<b>Job Name:</b>	116 cook avenue
<b>Job #:</b>	16-0588
<b>Project Manager</b>	Bill Finn
<b>General Contractor</b>	City of Meriden
<b>IH Firm</b>	tighe&bond
<b>Hygienist Name;</b>	Bill
<b>Shift Start Time;</b>	6:00 AM
<b>Shift End Time;</b>	4:00 PM
<b>Overtime??</b>	NO
<b>Laborers</b>	5
<b>Operators</b>	1
<b>Foreman</b>	1
<b>Man Days TODAY</b>	8
<b>Total Man Days To Date</b>	271
<b>Rentals On-Site;</b>	Water trailer, Connex box, Asbestos trailer, Spider box with the cable, Boom Lift, Lull, Portable restroom
<b>Other:</b>	PCB
<b>LOCATION</b>	1st floor B and C
<b>Specific Details:</b>	Clean the supplies, load the supplies into the truck finish tearing down on the first floor and finish cleaning the remaining area ect.
<b>Was there Containment?</b>	NO
<b>Piping (LF):</b>	none
<b>Fittings (EA):</b>	none
<b>Breeching/Duct (SF):</b>	none
<b>Boiler/Tank (SF):</b>	none
<b>Spray-On (SF):</b>	none
<b>VAT (SF):</b>	none
<b>Mastic (SF):</b>	none

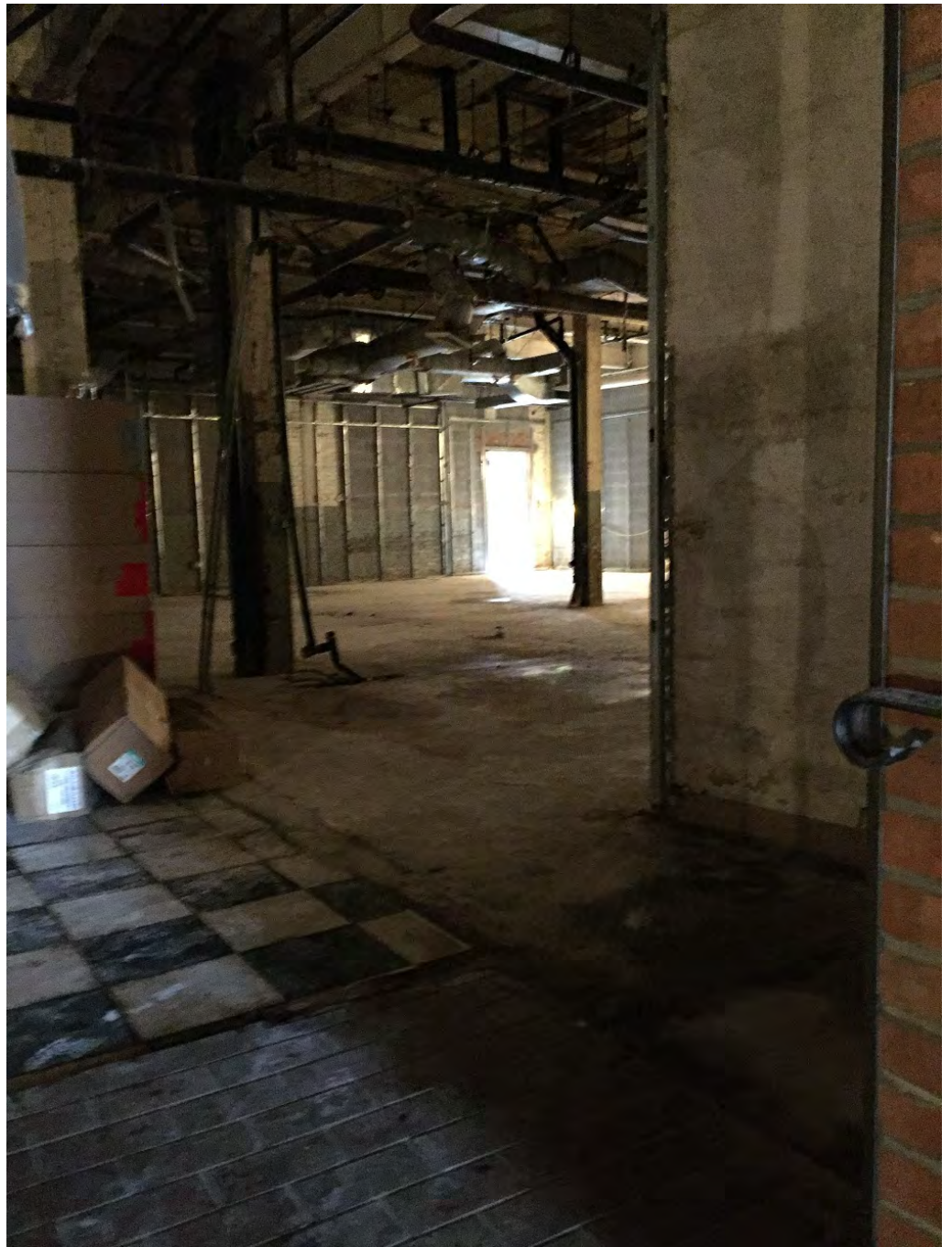
<b>Transite (SF):</b>	none
<b>Other: (Describe)</b>	pcb debris
<b>Prep:</b>	no
<b>Cleaning:</b>	yes
<b>Teardown:</b>	yes
<b>Samples Collected?</b>	NO
<b>Pre-Task</b>	NO
<b>Pre-Shift</b>	NO
<b>Inspections</b>	YES
<b>Injuries?</b>	NO

**Photos to Upload**



[work 005.JPG](#)

Photos to Upload



[work 008.JPG](#)

Photos to Upload



[work 009.JPG](#)

Trash: wet, packaged and covered  
Water OFF at the SOURCE  
DECON clean and sealed  
Common Space Clean and Clear  
Tools locked up  
Load Out Area Cleaned-Up

Foreman:

Sang Siv

Foreman Signature

Sang Siv

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# Waste Shipment Records

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**116 Cook Ave**

13281 Asbestos Abatement Closeout Package

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 43251**

9/1/16 4:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 52-LF5 52-LF5  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.**  
**Deliver** Waiting Time: In-11:30 Out-2:00

**Received**  
**Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	68860	34.43	<b>Loads</b> 2	1
<b>Tare</b>	39260	19.63	<b>Qty</b> 0.00	14.72
<b>Net</b>	29600	14.80		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 43251**

9/1/16 4:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 52-LF5 52-LF5  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.**  
**Deliver** Waiting Time: In-11:30 Out-2:00

**Received**  
**Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	68860	34.43	<b>Loads</b> 2	1
<b>Tare</b>	39260	19.63	<b>Qty</b> 0.00	14.72
<b>Net</b>	29600	14.80		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 43250**

9/1/16 4:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 55-TD11 55-TD11  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.**  
**Deliver** Waiting Time: In-11:35 Out-1:50

**Received**  
**Weighmaster** Nick V

	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	79740	39.87	<b>Loads</b> 1	1
<b>Tare</b>	39000	19.50	<b>Qty</b> 0.00	20.92
<b>Net</b>	40740	20.37		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 43250**

9/1/16 4:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 55-TD11 55-TD11  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.**  
**Deliver** Waiting Time: In-11:35 Out-1:50

**Received**  
**Weighmaster** Nick V

	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	79740	39.87	<b>Loads</b> 1	1
<b>Tare</b>	39000	19.50	<b>Qty</b> 0.00	20.92
<b>Net</b>	40740	20.37		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43252**

9/1/16 4:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 77-LF14 77-LF14  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.****Deliver** Waiting Time: In-6:30 Out-8:35**Received****Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	89480	44.74	<b>Loads</b> 3	1
<b>Tare</b>	40920	20.46	<b>Qty</b> 0.00	24.36
<b>Net</b>	48560	24.28		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43252**

9/1/16 4:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 77-LF14 77-LF14  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.****Deliver** Waiting Time: In-6:30 Out-8:35**Received****Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	89480	44.74	<b>Loads</b> 3	1
<b>Tare</b>	40920	20.46	<b>Qty</b> 0.00	24.36
<b>Net</b>	48560	24.28		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43399**

9/1/16 10:48 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 77-LF14 77-LF14  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.****Deliver** Waiting Time: In-1:30 Out-3:30**Received****Weighmaster** Nick V

	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	97380	48.69	<b>Loads</b> 4	2
<b>Tare</b>	40760	20.38	<b>Qty</b> 0.00	43.03
<b>Net</b>	56620	28.31		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43399**

9/1/16 10:48 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 77-LF14 77-LF14  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.****Deliver** Waiting Time: In-1:30 Out-3:30**Received****Weighmaster** Nick V

	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	97380	48.69	<b>Loads</b> 4	2
<b>Tare</b>	40760	20.38	<b>Qty</b> 0.00	43.03
<b>Net</b>	56620	28.31		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43832**

9/6/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 52-LF5 52-LF5  
**Cust** 10560 SELECT DEMO SERVICES, LLC  
**Order** 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste  
**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557  
**Received**  
**Weighmaster** Rosie F

	Pounds	Tons	Today	Order
<b>Gross</b>	78000	39.00	<b>Loads</b> 2	6
<b>Tare</b>	39260	19.63	<b>Qty</b> 0.00	121.24
<b>Net</b>	38740	19.37		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43832**

9/6/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 52-LF5 52-LF5  
**Cust** 10560 SELECT DEMO SERVICES, LLC  
**Order** 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste  
**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557  
**Received**  
**Weighmaster** Rosie F

	Pounds	Tons	Today	Order
<b>Gross</b>	78000	39.00	<b>Loads</b> 2	6
<b>Tare</b>	39260	19.63	<b>Qty</b> 0.00	121.24
<b>Net</b>	38740	19.37		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43833**

9/6/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 55-TD11 55-TD11  
**Cust** 10560 SELECT DEMO SERVICES, LLC  
**Order** 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557

**Received****Weighmaster** Rosie F

	Pounds	Tons	Today	Order
<b>Gross</b>	81760	40.88	<b>Loads</b> 3	6
<b>Tare</b>	39000	19.50	<b>Qty</b> 0.00	109.75
<b>Net</b>	42760	21.38		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43833**

9/6/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 55-TD11 55-TD11  
**Cust** 10560 SELECT DEMO SERVICES, LLC  
**Order** 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557

**Received****Weighmaster** Rosie F

	Pounds	Tons	Today	Order
<b>Gross</b>	81760	40.88	<b>Loads</b> 3	6
<b>Tare</b>	39000	19.50	<b>Qty</b> 0.00	109.75
<b>Net</b>	42760	21.38		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43822**

9/6/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 94-LF17 94-LF17  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste  
**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557  
**Received**  
**Weighmaster** Terri

	Pounds	Tons	Today	Order
<b>Gross</b>	91260	45.63	<b>Loads</b> 1	2
<b>Tare</b>	43500	21.75	<b>Qty</b> 0.00	20.11
<b>Net</b>	47760	23.88		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43822**

9/6/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 94-LF17 94-LF17  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste  
**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557  
**Received**  
**Weighmaster** Terri

	Pounds	Tons	Today	Order
<b>Gross</b>	91260	45.63	<b>Loads</b> 1	2
<b>Tare</b>	43500	21.75	<b>Qty</b> 0.00	20.11
<b>Net</b>	47760	23.88		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43938**

9/6/16 9:31 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 94-LF18 94-LF18  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS

**Prod** 940-PCB In - Excluded PCB Waste**P.O.** 001712**Deliver** Waiting Time: In-11:20 Out-1:25

Bill (978) 729-6557

**Received****Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	91820	45.91	<b>Loads</b> 4	6
<b>Tare</b>	43280	21.64	<b>Qty</b> 0.00	126.03
<b>Net</b>	48540	24.27		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43938**

9/6/16 9:31 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 94-LF18 94-LF18  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS

**Prod** 940-PCB In - Excluded PCB Waste**P.O.** 001712**Deliver** Waiting Time: In-11:20 Out-1:25

Bill (978) 729-6557

**Received****Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	91820	45.91	<b>Loads</b> 4	6
<b>Tare</b>	43280	21.64	<b>Qty</b> 0.00	126.03
<b>Net</b>	48540	24.27		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 44097**

9/7/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp

**Veh** 94-LF18 94-LF18

**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT

Ticket made @ shun pike and plainfield

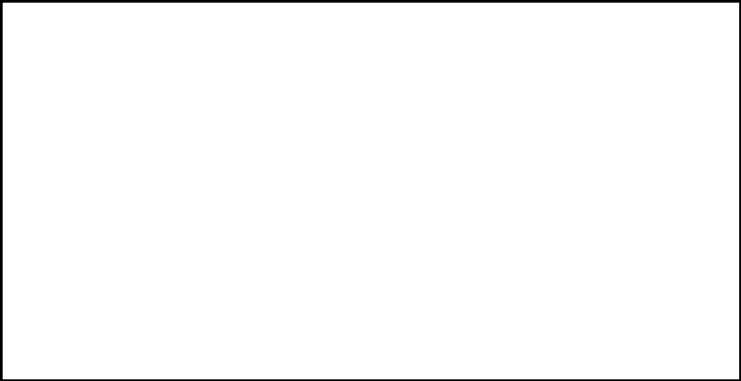
**Prod** 940-PCB In - Excluded PCB Waste

**P.O.** 001712

**Deliver** Waiting Time: In-6:15 Out:8:30  
Bill (978) 729-6557

**Received**

**Weighmaster** Nick V



	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	74980	37.49	<b>Loads</b> 1	6
<b>Tare</b>	42420	21.21	<b>Qty</b> 1.00	6.00
<b>Net</b>	32560	16.28		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 44097**

9/7/16 5:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp

**Veh** 94-LF18 94-LF18

**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT

Ticket made @ shun pike and plainfield

**Prod** 940-PCB In - Excluded PCB Waste

**P.O.** 001712

**Deliver** Waiting Time: In-6:15 Out:8:30  
Bill (978) 729-6557

**Received**

**Weighmaster** Nick V



	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	74980	37.49	<b>Loads</b> 1	6
<b>Tare</b>	42420	21.21	<b>Qty</b> 1.00	6.00
<b>Net</b>	32560	16.28		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44123**

9/7/16 5:06 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 156-LF23 156-LF23  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste  
**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557  
**Received**  
**Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	83640	41.82	<b>Loads</b> 3	6
<b>Tare</b>	39020	19.51	<b>Qty</b> 0.00	123.75
<b>Net</b>	44620	22.31		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44123**

9/7/16 5:06 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 156-LF23 156-LF23  
**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
 116COOKAVE-M 116 COOK AVE - MERIDEN, CT  
 MATERIAL HAULED BY JRV TRUCKS  
**Prod** 940-PCB In - Excluded PCB Waste  
**P.O.** 001712  
**Deliver**  
 Bill (978) 729-6557  
**Received**  
**Weighmaster** Nick V

	Pounds	Tons	Today	Order
<b>Gross</b>	83640	41.82	<b>Loads</b> 3	6
<b>Tare</b>	39020	19.51	<b>Qty</b> 0.00	123.75
<b>Net</b>	44620	22.31		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 44341**

9/7/16 2:53 PM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp

**Veh** 52-LF5 52-LF5

**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT

MATERIAL HAULED BY JRV TRUCKS

**Prod** 940-PCB In - Excluded PCB Waste

**P.O.** 001712

**Deliver**  
Bill (978) 729-6557

**Received**

**Weighmaster** Nick V

	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	108840	54.42	<b>Loads</b> 3	6
<b>Tare</b>	39260	19.63	<b>Qty</b> 73.38	136.23
<b>Net</b>	69580	34.79		

**J. R. Vinagro Corporation**

2208 Plainfield Pike  
Johnston, RI 02919



RECYCLING • DEMOLITION • CRUSHING  
2208 PLAINFIELD PIKE JOHNSTON, RI 02919  
T (401) 943-7100 • F (401) 946-7666

**Ticket 44341**

9/7/16 2:53 PM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp

**Veh** 52-LF5 52-LF5

**Cust Order** 10560 SELECT DEMO SERVICES, LLC  
116COOKAVE-M 116 COOK AVE - MERIDEN, CT

MATERIAL HAULED BY JRV TRUCKS

**Prod** 940-PCB In - Excluded PCB Waste

**P.O.** 001712

**Deliver**  
Bill (978) 729-6557

**Received**

**Weighmaster** Nick V

	<u>Pounds</u>	<u>Tons</u>	<u>Today</u>	<u>Order</u>
<b>Gross</b>	108840	54.42	<b>Loads</b> 3	6
<b>Tare</b>	39260	19.63	<b>Qty</b> 73.38	136.23
<b>Net</b>	69580	34.79		



## Outbound Bulk PCB Tickets

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**116 Cook Ave**

13281 Asbestos Abatement Closeout Package

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44104**

9/7/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 100-LF16 100-LF16  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
**P.O.** 412762  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	28.90	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	101340	50.67	<b>Loads</b> 2	655
<b>Tare</b>	43540	21.77	<b>Qty</b> 58.54	19437.36
<b>Net</b>	57800	28.90		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44351**

9/8/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 100-LF16 100-LF16  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
**P.O.** 412895  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	28.94	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	101420	50.71	<b>Loads</b> 1	656
<b>Tare</b>	43540	21.77	<b>Qty</b> 28.94	19466.30
<b>Net</b>	57880	28.94		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 43816**

9/6/16 3:20 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 141-LF17 141-LF17  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 412665  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Rosie F

	Qty	Rate	Amount
Out - Residuals	30.48	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	102580	51.29	<b>Loads</b> 1	651
<b>Tare</b>	41620	20.81	<b>Qty</b> 30.48	19317.51
<b>Net</b>	60960	30.48		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44086**

9/7/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 141-LF17 141-LF17  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 412769  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	29.64	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	100900	50.45	<b>Loads</b> 1	654
<b>Tare</b>	41620	20.81	<b>Qty</b> 29.64	19408.46
<b>Net</b>	59280	29.64		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44332**

9/8/16 6:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp

**Veh** 141-LF17 141-LF17

**Cust** 100 JR Vinagro Corp

**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
Residules

**Prod** 808-B Out - Residuals

**P.O.**

**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574

**Received**

**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	0.00	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	0	0.00	<b>Loads</b> 1	657
<b>Tare</b>	0	0.00	<b>Qty</b> 0.00	19498.67
<b>Net</b>	0	0.00		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44628**

9/9/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp

**Veh** 141-LF17 141-LF17

**Cust** 100 JR Vinagro Corp

**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
Residules

**Prod** 808-B Out - Residuals

**P.O.** 413033

**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574

**Received**

**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	30.55	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	102720	51.36	<b>Loads</b> 1	657
<b>Tare</b>	41620	20.81	<b>Qty</b> 30.55	19496.85
<b>Net</b>	61100	30.55		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 45138**

9/13/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 100-LF16 100-LF16  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413249  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	29.07	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	101160	50.58	<b>Loads</b> 1	663
<b>Tare</b>	43020	21.51	<b>Qty</b> 29.07	19674.14
<b>Net</b>	58140	29.07		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 45425**

9/14/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 100-LF16 100-LF16  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413356  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	30.59	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	104200	52.10	<b>Loads</b> 2	668
<b>Tare</b>	43020	21.51	<b>Qty</b> 60.06	19824.97
<b>Net</b>	61180	30.59		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 45733**

9/15/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 100-LF16 100-LF16  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413456  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	30.68	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	104380	52.19	<b>Loads</b> 1	669
<b>Tare</b>	43020	21.51	<b>Qty</b> 30.68	19855.65
<b>Net</b>	61360	30.68		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44931**

9/12/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 100-LF16 100-LF16  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413157  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Rosie F

	Qty	Rate	Amount
Out - Residuals	28.71	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	100960	50.48	<b>Loads</b> 1	661
<b>Tare</b>	43540	21.77	<b>Qty</b> 28.71	19614.58
<b>Net</b>	57420	28.71		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 44941**

9/12/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 141-LF17 141-LF17  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413174  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Rosie F

	Qty	Rate	Amount
Out - Residuals	30.49	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	102600	51.30	<b>Loads</b> 2	662
<b>Tare</b>	41620	20.81	<b>Qty</b> 59.20	19645.07
<b>Net</b>	60980	30.49		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 45173**

9/13/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 141-LF17 141-LF17  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413253  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	31.28	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	104180	52.09	<b>Loads</b> 2	666
<b>Tare</b>	41620	20.81	<b>Qty</b> 60.35	19764.91
<b>Net</b>	62560	31.28		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 45415**

9/14/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 141-LF17 141-LF17  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413385  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	29.47	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	100560	50.28	<b>Loads</b> 1	667
<b>Tare</b>	41620	20.81	<b>Qty</b> 29.47	19794.38
<b>Net</b>	58940	29.47		

**J. R. Vinagro Corporation**2208 Plainfield Pike  
Johnston, RI 02919**Ticket 45744**

9/15/16 3:00 AM

Location: Shunpike

Customer hereby affirms that all materials delivered to or accepted by J. R. Vinagro Corporation is not hazardous. The undersigned agrees that J. R. VINAGRO CORPORATION has no responsibility whatsoever for any damage on roads, curbs or lots while delivering, dumping, entering or leaving the premises.

**Carrier** 100 JR Vinagro Corp  
**Veh** 141-LF17 141-LF17  
**Cust** 100 JR Vinagro Corp  
**Order** NORTHCOUNTF NORTH COUNTRY LANDFILL NH (CASELLAS)  
 Residules  
**Prod** 808-B Out - Residuals  
  
**P.O.** 413460  
**Deliver** 581 Trudeau Rd, Bethlehem, NH 03574  
  
**Received**  
  
**Weighmaster** Terri

	Qty	Rate	Amount
Out - Residuals	30.20	Ton	
<b>Tax</b>	EX		
<b>Total</b>			

	Pounds	Tons	Today	Order
<b>Gross</b>	102020	51.01	<b>Loads</b> 2	670
<b>Tare</b>	41620	20.81	<b>Qty</b> 60.88	19885.85
<b>Net</b>	60400	30.20		



EMERGENCY CONTACT (860) 257-6300

173 Pickering Street  
Portland, CT 06480  
(860) 342-1022  
Fax: (860) 342-1042

EPA New England  
1 Congress Street  
Boston, MA 02114-2023  
(617) 918-1111

EPA Region 2  
290 Broadway, 26th Floor  
New York, NY 10007-1866  
(212) 264-6770

334511

TK# 87743

WASTE SHIPMENT RECORD

MassDEP Asbestos Notification Number

Job Number 16-0588 P.O. # \_\_\_\_\_  
 Contractor Select Demo  
 Address 1 Delaware Drive  
 City Salem State NH Zip 03079  
 Contact Name Mike White Telephone 603-893-5883  
 Date Container Del. \_\_\_\_\_ Date of Pickup 9-1-16  
 Type of Container 40 yard  
**VOLUME** 70 **CY** Non-Friable   
MUST BE IN CUBIC YARDS  
 Friable  - RQ, NA2212, Asbestos, 9, PG, III  
 Bag  Drum  T-Pack  Wrapped  Other

**GENERATOR/BUILDING OWNER**  
 City of Meriden  
 Address 142 East Main St  
 City Meriden State CT Zip 06450  
 Phone Number \_\_\_\_\_

**WORKSITE / GENERATING LOCATION**  
 Address 116 Cooks Ave  
 City Meriden State CT Zip 06450  
 Phone Number 203-630-4115

I certify the above named material does not contain free liquid as defined by 40 CFR part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to NESHAP standards for asbestos waste disposal found in 40 CFR part 61.150.

**Shipper'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 government regulations.

AUTHORIZED SIGNATURE

Transporter 1:

Driver: NA Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Signature \_\_\_\_\_ Registration # \_\_\_\_\_ State / # \_\_\_\_\_ Date: \_\_\_\_\_

Transporter 1 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulation."

Transporter 2: RED Technologies LLC, 10 Northwood Drive Bloomfield, CT 06002 Telephone # 860-218-2428  
 Driver: Carl Rencu Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Signature \_\_\_\_\_ Registration #: CT-51216A State / # \_\_\_\_\_ Date: 9-1-16

Transporter 2 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulation."

Transfer Facility: RED Technologies LLC, 203 Pickering Street, Portland, CT 06480 Telephone # 860-342-1022  
 By: Jindsay Key Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Signature \_\_\_\_\_ Transfer Date: 9/6/16 Permit # 11301113-PO

Discrepancy: \_\_\_\_\_  
Transfer Facility: Certification of transfer of materials covered by this manifest

Transporter 3: West  
 Driver: [Signature] Name \_\_\_\_\_ Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 Signature \_\_\_\_\_ Registration # \_\_\_\_\_ State / # \_\_\_\_\_ Date: 9-6-16

Transporter 3 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulation."

Landfill Name: Minerva Enterprises  
 Location: 9000 Minerva Rd. Waynesburg, OH 44688  
 Ph: 330-866-3435 Permit # P0104984

**O  
T  
H  
E  
R** Landfill Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Ph: \_\_\_\_\_ Permit # \_\_\_\_\_

Approximate Volume of Asbestos Received: \_\_\_\_\_  
 Discrepancy If Any: \_\_\_\_\_  
 Received by: [Signature] Date: 9/7/16

Certification of transfer of materials covered by this manifest  
**DESIGNATED FACILITY TO GENERATOR**



**RED TECHNOLOGIES, LLC**  
REMEDATION ENGINEERING & DEVELOPMENT

**E.P.A. AGENCY**

# **82437**

**EMERGENCY CONTACT (860) 257-6300**

173 Pickering Street  
Portland, CT 06480  
(860) 342-1022  
Fax: (860) 342-1042

EPA New England  
1 Congress Street  
Boston, MA 02114-2023  
(617) 918-1111

EPA Region 2  
290 Broadway, 26th Floor  
New York, NY 10007-1866  
(212) 264-6770

**TK#**

**WASTE SHIPMENT RECORD**

MassDEP Asbestos Notification Number

Job Number 16-0588 P.O. # \_\_\_\_\_  
 Contractor Select Demo License # \_\_\_\_\_  
 Address 1 Delaware Drive  
 City Salem State NH Zip 03079  
 Contact Name Michael White Telephone 603-893-5083  
 Date Container Del. \_\_\_\_\_ Date of Pickup \_\_\_\_\_  
 Type of Container \_\_\_\_\_  
**VOLUME** 5 **CY** Non-Friable   
MUST BE IN CUBIC YARDS  
 Friable  - RQ, NA2212, Asbestos, 9, PG, III  
 Bag  Drum  T-Pack  Wrapped  Other

**GENERATOR/BUILDING OWNER**  
City of Meriden  
 Address 142 East Main St  
 City Meriden State CT Zip 06450  
 Phone Number 203-630-4115

**WORKSITE / GENERATING LOCATION**  
116 Cook Ave  
 Address Meriden State CT Zip 06450  
 Phone Number SAME

I certify the above named material does not contain free liquid as defined by 40 CFR part 260.10 or any applicable state law, is not a hazardous waste as defined by 40 CFR part 261 or any applicable state law, has been properly described, classified and packaged, and is in proper condition for transportation according to NESHAP standards for asbestos waste disposal found in 40 CFR part 61.150.

**Shipper'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 government regulations.

**AUTHORIZED SIGNATURE** Samy S.

**Transporter 1:** RICHARD BLESSEY MEN 1 DELAWARE DRIVE 603-893-5083  
 Name Address Telephone #  
 Driver: [Signature] NH / 1519AP 8/30/16  
 Signature Registration #: State / # Date:  
 Transporter 1 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulation."

**Transporter 2:** RED Technologies LLC, 10 Northwood Drive Bloomfield, CT 06002 860-218-2428  
 Name Address Telephone #  
 Driver: \_\_\_\_\_ Registration #: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature State / #  
 Transporter 2 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulation."

**Transfer Facility:** RED Technologies LLC, 203 Pickering Street, Portland, CT 06480 860-342-1022  
 Telephone #  
 By: \_\_\_\_\_ Transfer Date: \_\_\_\_\_ Permit # 11301113-PO

**Discrepancy:** \_\_\_\_\_  
 Transfer Facility: Certification of transfer of materials covered by this manifest

**Transporter 3:** \_\_\_\_\_  
 Name Address Telephone #  
 Driver: \_\_\_\_\_ Registration #: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature State / #  
 Transporter 3 Certification: "I hereby certify that the contents of this shipment are in all respects in the proper condition for transport according to applicable international, federal, state, and local regulation."

Landfill Name: Minerva Enterprises Location: 9000 Minerva Rd. Waynesburg, OH 44688  
 Ph: 330-866-3435 Permit #: \_\_\_\_\_

Approximate Volume of Asbestos Received: \_\_\_\_\_  
 Discrepancy If Any: \_\_\_\_\_

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <i>4X55</i>	2. Page 1 of 1	3. Emergency Response Phone <i>800-257-5300</i>	4. Manifest Tracking Number <i>015572666 JJK</i>	
5. Generator's Name and Mailing Address City of Meriden 142 East Main Street Meriden, CT 06450 Generator's Phone: <i>(860) 704-4781</i>			Generator's Site Address (if different than mailing address) City of Meriden 116 Cook Avenue Meriden, CT 06450			
6. Transporter 1 Company Name <b>RED Technologies, LLC. (Portland)</b>				U.S. EPA ID Number <b>CTR000505958</b>		
7. Transporter 2 Company Name <i>Tonawanda Tank Transport Service</i>				U.S. EPA ID Number <i>NY12096014801</i>		
8. Designated Facility Name and Site Address <i>Vermeer Dry Pallet, Inc.</i> Site # 2 Landfill 49350 N I-84 Service Drive Belleville, MI 48111 800-592-5480				U.S. EPA ID Number <b>MI0048090833</b>		
Facility's Phone:						
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			
X	1. UN332, Polychlorinated biphenyls, solid, 9, III, RC2	<i>8</i>	DM	<i>272</i>	K	CR01 PCB6
	2.					
	3.					
	4.					
14. Special Handling Instructions and Additional Information <i>Document D1854 Sales Order 1380 Job# 13-228 Weight is estimated OOS Date 02/17/17</i> <i>UNIQUE ID # 2646-01, 02, 03, 04</i> <i>1) Profile #1515 PCB REMEDIATION WASTE - CAULKING AND WINDOW SYSTEMS DOT ERG#171</i> <i>4X55 APPROX 1 BITROSA WDE</i>						
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/Offeror's Printed/Typed Name <i>JERRY WHITE</i>				Signature <i>[Signature]</i>		Month Day Year <i>02/17/17</i>
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 <i>ED SUMNER JR</i>				Signature <i>[Signature]</i>		Month Day Year <i>02/17/17</i>
Transporter 2 Printed/Typed Name <i>Matt Fritton</i>				Signature <i>[Signature]</i>		Month Day Year <i>03/01/17</i>
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. <i>P60</i>		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 <i>TARA CONGAN</i>				Signature <i>[Signature]</i>		Month Day Year <i>02/16/17</i>



## **Appendix A**

### **Cyn Oil Corporation**

Waste documentation for universal waste

208567-NH

NON-HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone <b>(800) 899-1038</b>	4. Waste Tracking Number <b>208567-CRS1</b>	
5. Generator's Name and Mailing Address <b>Select Demo Services, LLC 1 Delaware Drive Salem NH 03079</b> Generator's Phone: <b>603 893-6083</b>			Generator's Site Address (if different than mailing address) <b>Select Demo Services, LLC 116 Cook Avenue Meriden CT 06451</b>			
6. Transporter 1 Company Name <b>Cyn Oil Corporation</b>			U.S. EPA ID Number <b>MAD082303777</b>			
7. Transporter 2 Company Name			U.S. EPA ID Number			
8. Designated Facility Name and Site Address <b>Complete Recycling Solutions, LLC 1075 Airport Rd. Fall River MA 02720</b> Facility's Phone: <b>508 402-7700</b>			U.S. EPA ID Number <b>MAD980915755</b>			
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	
		No.	Type			
1. <b>Fluorescent lamps for recycling, non-regulated per 49CFR 173.164</b> <b>4 FT.</b>		045	CF	1000	P	
X 2. <b>UN1044, Fire extinguishers 2.2</b>		005	CF	50	P	
3. <b>Non-RCRA, Non-DOT Regulated Material</b>		4		2000	P	
X 4. <b>UN2809, Mercury 8, PGIII</b>		001	CF	025	P	
13. Special Handling Instructions and Additional Information <b>1)(S) Fluorescent lamps shipped for recycling. 2)(I) ABC fire extinguishers shipped for recovery/recycling, ERG#126 3)(S) Non-TSCA PCB light ballasts shipped for sorting/recycling. 4)(S) Mercury-containing devices shipped for recycling, PO # 637345, ERG#172</b>						
14. <b>GENERATOR'S/OFFEROR'S CERTIFICATION:</b> 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.						
Generator's/Offorer's Printed/Typed Name <b>SANG Siv</b>		Signature <i>[Signature]</i>		Month Day Year <b>9 12 16</b>		
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____						
16. Transporter Acknowledgment of Receipt of Materials						
Transporter 1 Printed/Typed Name <b>Sean McCafferty</b>		Signature <i>[Signature]</i>		Month Day Year <b>9 12 16</b>		
Transporter 2 Printed/Typed Name		Signature		Month Day Year		
17. Discrepancy						
17a. 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: _____						
17b. Alternate Facility (or Generator) U.S. EPA ID Number						
Facility's Phone: _____						
17c. Signature of Alternate Facility (or Generator) Month Day Year						
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a						
Printed/Typed Name <b> Hector Capelas</b>		Signature <i>[Signature]</i>		Month Day Year <b>9 12 16</b>		

GENERATOR

INT'L

TRANSPORTER

DESIGNATED FACILITY

208567-NH

<b>NON-HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number	2. Page 1 of 1	3. Emergency Response Phone <b>(800) 899-1038</b>	4. Waste Tracking Number <b>208567-CRS2</b>
5. Generator's Name and Mailing Address <b>Select Demo Services, LLC 1 Delaware Drive Salem NH 03079</b>			Generator's Site Address (if different than mailing address) <b>Select Demo Services, LLC 116 Cook Avenue Meriden CT 06451</b>		
Generator's Phone: <b>603 893-5083</b>					
6. Transporter 1 Company Name <b>Cyn Oil Corporation</b>			U.S. EPA ID Number <b>MAD082303777</b>		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address <b>Complete Recycling Solutions, LLC 1075 Airport Rd. Fall River MA 02720</b>			U.S. EPA ID Number <b>MAD980915755</b>		
Facility's Phone: <b>508 402-7700</b>					
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No.	Type		
1. <del>Fluorescent lamps for recycling, non-regulated per 49CFR 173.164</del> <b>Exit Signs (Non-RCRA, Non-DOT)</b>		001	DM	EST 0150	P
2. <b>Non-RCRA, Non-DOT Regulated Material</b>		001	DM	0160	P
3. <b>Fluorescent lamps U shapes</b>		003	CF	EST 025	
4.					
13. Special Handling Instructions and Additional Information <b>1)(S) Exit signs shipped for recycling. 2)(S) Emergency lighting units shipped for recycling. PO # 637345</b>					
14. 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.					
Generator's/Offeror's Printed/Typed Name <b>SANU Siv</b>			Signature <i>[Signature]</i>		Month Day Year <b>9   12   16</b>
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____					
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name <b>Sean McCafferty</b>			Signature <i>[Signature]</i>		Month Day Year <b>9   12   16</b>
Transporter 2 Printed/Typed Name			Signature		Month Day Year
17. Discrepancy					
17a. 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:					
17b. Alternate Facility (or Generator) U.S. EPA ID Number					
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator) Month Day Year					
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a					
Printed/Typed Name <b>Alector Capelas</b>			Signature <i>[Signature]</i>		Month Day Year <b>9   12   16</b>

208567-00-NH

CBOW

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form Approved. OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>MP8572669633</b>	2. Page 1 of <b>1</b>	3. Emergency Response Phone <b>(800) 899-1038</b>	4. Manifest Tracking Number <b>014684647 JJK</b>	
5. Generator's Name and Mailing Address <b>Select Demo Services 1 Dele Waste Drive Salem NH 03079</b>			Generator's Site Address (if different than mailing address) <b>116 Cook Ave Meriden CT</b>			
Generator's Phone: <b>8572669633</b>						
6. Transporter 1 Company Name <b>Cyn Oil Corporation</b>				U.S. EPA ID Number <b>MAD082303777</b>		
7. Transporter 2 Company Name				U.S. EPA ID Number		
8. Designated Facility Name and Site Address <b>Cyn Oil Corporation 1771 Washington St. Stoughton MA 02072</b>				U.S. EPA ID Number <b>MAD082303777</b>		
Facility's Phone: <b>781 341-5108</b>						
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. <b>OW, State Regulated Waste Oily Water (Non-DOT Regulated Material)</b> <b>Reac Tank</b>	<b>001</b>	<b>TT</b>	<b>X75</b>	<b>G</b>	<b>MA98</b>
	2.					
	3.					
	4.					
14. Special Handling Instructions and Additional Information <b>(1) State-regulated petroleum oil and water shipped for reclamation.</b>  <b>Virgin Oil</b>						
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/Offeror's Printed/Typed Name <b>X GERALD WHITE</b>				Signature <b>X Gerald White</b>		Month Day Year <b>9 13 16</b>
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 <b>William Pendleton</b>				Signature <b>William Pendleton</b>		Month Day Year <b>9 13 16</b>
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. <b>H141</b>		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				Month Day Year		
Printed/Typed Name <b>Richard White</b>				Signature <b>Richard White</b>		<b>09 15 16</b>

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

**Tighe&Bond**

**APPENDIX C**

CERT#: A-509-552

CHEMSCOPE TRAINING DIVISION  
ASBESTOS INSPECTOR REFRESHER  
4 HOUR TRAINING CERTIFICATE

William Champagne

213 Court Street, Suite 1100, Middletown CT

Has attended a 4 hour course annual refresher course on the subject discipline on  
3/3/2016 and has passed a written examination.

“The person receiving this certificate has completed the requisite training for asbestos accreditation as an inspector under TSCA Title II”

Course topics include a review and update on asbestos health hazards, functions of inspectors and management planners, building systems, planning, inspecting for asbestos, sampling and analysis, respiratory protection, government regulations and preparing the inspection report.

This training course has been accredited by the State of Connecticut.

**Examination Score: 84%**  
**Exam Date: 3/3/2016**  
**Expiration Date: 3/3/2017**



Ronald D. Arena  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
[www.chem-scope.com](http://www.chem-scope.com)

# CERTIFICATE OF ACHIEVEMENT

*This certifies that*

**William Champagne**

*has successfully completed the*

**8-Hour Asbestos Project Monitor Refresher Training Course**

*conducted by*

ATC Group Services LLC  
73 William Franks Drive  
West Springfield, MA 01089  
(413) 781-0070

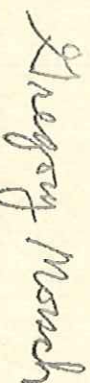


Principal Instructor: Marcus Souza

Date of Course

October 11, 2017

Expiration Date



Regional Manager: Gregory Morsch

PMR-2120

Certificate Number

October 11, 2016

Examination Date

WILLIAM A CHAMPAGNE  
213 COURT ST  
MIDDLETOWN, CT 06457

Dear Licensed/Certified Professional,  
Attached you will find your validated license/certification  
for the coming year. Should you have any questions about  
your license/certificate renewal, please do not hesitate to  
write or call:

Department of Public Health (860) 509-7603  
P.O. Box 340308  
Hartford, CT 06134-0308 <https://ct.gov/dph/license>

Sincerely,



Raul Pino, MD, MPH, COMMISSIONER  
Department of Public Health

EMPLOYER'S COPY

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME  
WILLIAM A CHAMPAGNE

VALIDATION NO. 10831974	CERTIFICATE NO. 912	CURRENT THROUGH 05/31/2017
----------------------------	------------------------	-------------------------------

PROFESSION  
Asbestos Consultant-Inspector

*William Champagne* *Raul Pino*  
SIGNATURE SIGNATURE

INSTRUCTIONS:

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
Asbestos Consultant-Inspector

WILLIAM A CHAMPAGNE	LICENSE NO. 912
	CURRENT THROUGH 05/31/2017
	VALIDATION NO. 10831974

*William Champagne* *Raul Pino*  
SIGNATURE COMMISSIONER

WALLET CARD

STATE OF CONNECTICUT  
DEPARTMENT OF PUBLIC HEALTH

NAME  
WILLIAM A CHAMPAGNE

VALIDATION NO. 10831974	CERTIFICATE NO. 912	CURRENT THROUGH 05/31/2017
----------------------------	------------------------	-------------------------------

PROFESSION  
Asbestos Consultant-Inspector

*William Champagne* *Raul Pino*  
SIGNATURE COMMISSIONER

WILLIAM A CHAMPAGNE  
213 COURT ST  
MIDDLETOWN, CT 06457

Dear Licensed/Certified Professional,  
Attached you will find your validated license/certification  
for the coming year. Should you have any questions about  
your license/certificate renewal, please do not hesitate to  
write or call:

Department of Public Health (860) 509-7603  
P.O. Box 340308  
Hartford, CT 06134-0308 <https://ct.gov/dph/license>

Sincerely,



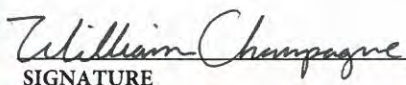
Raul Pino, MD, MPH, COMMISSIONER  
Department of Public Health

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
Asbestos Consultant-Project Monitor

WILLIAM A CHAMPAGNE

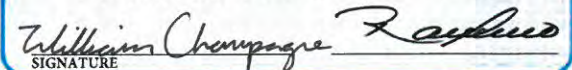
LICENSE NO.  
768  
CURRENT THROUGH  
05/31/2017  
VALIDATION NO.  
10831975

  
SIGNATURE

  
COMMISSIONER

**EMPLOYER'S COPY**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

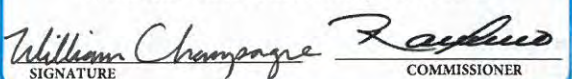
NAME  
WILLIAM A CHAMPAGNE  
VALIDATION NO. 10831975  
CERTIFICATE NO. 768  
CURRENT THROUGH 05/31/2017  
PROFESSION  
Asbestos Consultant-Project Monitor  
  
SIGNATURE

**INSTRUCTIONS:**

1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

**WALLET CARD**

**STATE OF CONNECTICUT**  
**DEPARTMENT OF PUBLIC HEALTH**

NAME  
WILLIAM A CHAMPAGNE  
VALIDATION NO. 10831975  
CERTIFICATE NO. 768  
CURRENT THROUGH 05/31/2017  
PROFESSION  
Asbestos Consultant-Project Monitor  
  
SIGNATURE  
COMMISSIONER

**STATE OF CONNECTICUT**

**DEPARTMENT OF PUBLIC HEALTH**

PURSUANT TO THE PROVISIONS OF THE GENERAL STATUTES OF CONNECTICUT

THE INDIVIDUAL NAMED BELOW IS CERTIFIED  
BY THIS DEPARTMENT AS A  
**ASBESTOS CONSULTANT-PROJECT MONITOR**

JUSTIN F. PROTO

CERTIFICATE NO.

**000622**

CURRENT THROUGH

**03/31/17**

VALIDATION NO.

**03-438131**



SIGNATURE

COMMISSIONER

**INSTRUCTIONS:**

1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.



CERT#: PM-200-490

CHEMSCOPE TRAINING DIVISION  
ASBESTOS PROJECT MONITOR REFRESHER  
8 HOUR TRAINING CERTIFICATE


Justin Proto

213 Court Street, Suite 1100, Middletown CT

Has attended an 8 hour course on the subject discipline on  
3/4/2016 and has passed a written examination.

"The person receiving this certificate has completed the requisite training required for asbestos accreditation as a project monitor under TSCA Title II"  
Course topics include all the EPA MAP curriculum items. The training course has been accredited by the State of Connecticut.  
The course meets the requirements of DPH Regulation 20-440-7 and the EPA Model Accreditation Plan.

**Examination Score: 85%**  
**Exam Date: 3/4/2016**  
**Expiration Date: 3/4/2017**

  
Ronald D. Arena  
Training Manager

Chem Scope, Inc.  
15 Moulthrop Street  
North Haven CT 06473  
Phone: 203.865.5605  
[www.chem-scope.com](http://www.chem-scope.com)

**Tighe&Bond**

**APPENDIX D**

**Table 1**  
Hazardous Building Materials Abatement Summary  
116 Cook Avenue  
Meriden, CT

**SUMMARY OF ASBESTOS CONTAINING MATERIALS REMOVED**

Material	Description	Location(s)	Approximate Quantity	Status
All Sinks with Various Color Under Coatings	Throughout all floors	Throughout Building Floors 1 - 4	80 / 150 SF	Removed per Phase
Linoleum Sheet Flooring	In select locations throughout, the majority in bathrooms	B-Wing 2nd Floor, B Wing 2nd Floor Bathroom, A-Wing 4th Floor Bathroom, A - Wing 4th Floor (2 Rooms)	522 SF / 895 SF	Removed per Phase
12" x 12" Floor Tile (White and Tan, Tan with Pink and Brown Streak, and Tan and Yellow)	Throughout all floors	A/D-Wing X-Ray Rooms and Adjoining Rooms, A-Wing 1st Floor Rear Center Room Corridor Adjacent to the Boiler Room, B-Wing 3rd Floor Adjacent to Stairs (2 Rooms), B-Wing 4th Floor (3 Rooms), A-Wing 3rd Floor Rooms 301A and (2 Adjoining Rooms)	1788 SF / 1748 SF	Removed per Phase
Black and Red Mastic Tan and Beige 12" x 12" Floor Tile		A-Wing 3rd Floor 304 and Adjoining Rooms	1,068 SF / 1,100 SF	Removed per Phase
Boiler Breaching	Found on Boiler Room exhaust manifolds	Boiler Room	200 SF	Removed
Interior Boiler Components	Insulated cores within metal casings	Boiler Room	8 Small Boilers / 6 Small Boilers	Removed
Cement Board Ceiling	Exterior	Lower Entry Roof	450 SF	Removed
Grey Window and Door Frame Caulk	Found on metal frame to brick seam	Interior and Exterior Corridor Lobby	165 LF / 130 LF	Removed
Grey Caulk on Window Sills	Exterior, in select locations	Exterior B/C Wing	200 LF / 140 LF	Removed

**SUMMARY OF PCB-CONTAINING MATERIALS REMOVED**

Source Material Description	Location	Result (ppm)	Approximate Quantity	Status
Various Color Paints	All Drywall, Doors, Trim, Carpet, Ceiling Grid, Ceiling Tiles, Shelving, Piping Associated with Plumbing	1.5 -2.0	250 Tons	~ 250 Tons removed from B-Wing Floors 1-4 and A-Wing Lobby
Various Color Paints	Door Casings and Frames	1.5 - 1.6	N/A To Be Recycled	Segregated and recycled
Various Colored Paints	Wood Decking, Wood Beams, Steel I-Beams, and Structural Concrete	1.2 - 3.6	49,800 SF	Paint chips on floor and debris piles removed during this Phase of work.
Various Colored Paints	Brick and Concrete Block Walls	1.5 - 2.0	15,200 SF	Paint chips on floor and debris piles removed during this Phase of work.
Various Colored Paints	Metal Window Sashes Behind Drywall	Assumed >50	Estimated Quantity is 20 Metal Sashes at 5' x 5' Each	Metal Sashes Removed / Transported in 4 barrels

**SUMMARY OF LEAD-BASED PAINT COMPONENTS REMOVED**

Locations	Component	Results	Substrate	Status
All 4 Floors	Decking, Ceiling, Beams*	1.0 - >9.9 mg/cm2	Metal/Wood/Concrete	Paint chips on floor and debris piles removed during this Phase of work.
All 4 Floors	Doors & Door Casings*	1.1 mg/cm2	Metal/Wood/Concrete	Removed from B-Wing Floors 1-4 and A-Wing Lobby
All 4 Floors	Walls	3.4 mg/cm2	Brick/CMU	Paint chips on floor and debris piles removed during this Phase of work.

**SUMMARY OF UNIVERSAL WASTES REMOVED**

Locations	Components	Quantities	Miscellaneous Items	Status
1st Floor	Light Ballasts/Fluorescent Lamps/Emergency Lights/Exit Signs/Mercury Thermostats/Freon (Gallons)/Capacitors	141/282/13/12/10/14/14	2 Gallons of Solvents and 1 small lead acid battery in Boiler Room; 2 fire extinguishers; <10 Gallons of Roof Asphalt in Rear Hallway; 30 Tires	Removed
2nd Floor	Light Ballasts/Fluorescent Lamps/Emergency Lights/Exit Signs/Mercury Thermostats/Freon (Gallons)/Capacitors	262/785/14/11/29/26/26	-	Removed
3rd Floor	Light Ballasts/Fluorescent Lamps/Emergency Lights/Exit Signs/Mercury Thermostats/Freon (Gallons)/Capacitors	248/743/12/11/24/18/18	-	Removed
4th Floor	Light Ballasts/Fluorescent Lamps/Emergency Lights/Exit Signs/Mercury Thermostats/Freon (Gallons)/Capacitors	233/700/10/10/9/9/9	-	Removed
A-D Wings	-	-	3 Standard Elevators with Non-PCB Hydraulic Oil.	75 Gallons Removed
Roof	Freon/Capacitors	15 Gallons/1	Cooling Tower	Removed

**LEGEND**

SF = Square Feet  
LF = Linear Feet  
PCB = Polychlorinated biphenyl  
PPM = Parts Per Million  
mg/cm2 = Milligrams per Square Centimeter

**Tighe&Bond**

**APPENDIX E**



# EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / [wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

EMSL Order: 241603817

Customer ID: TIGH62

Customer PO:

Project ID:

**Attention:** James Webb  
Tighe & Bond  
213 Court Street  
Suite 1100  
Middletown, CT 06457

**Project:** 116 COOK AVE

**Phone:** (860) 933-0622

**Fax:** (860) 704-4775

**Received Date:** 09/01/2016 4:55 PM

**Analysis Date:** 09/06/2016

**Collected Date:** 08/31/2016

## Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
8-31-BC-09 <small>241603817-0001 TEM recommended.</small>	First floor- 12x12 tan floor tile	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-31-BC-10 <small>241603817-0002 TEM recommended.</small>	First floor- 12x12 tan floor tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-31-BC-11 <small>241603817-0003</small>	First floor- black mastic	Black Non-Fibrous Homogeneous	<1% Cellulose <1% Glass	100% Non-fibrous (Other)	None Detected
8-31-BC-12 <small>241603817-0004</small>	First floor- black mastic	Black Non-Fibrous Homogeneous	<1% Cellulose <1% Glass	100% Non-fibrous (Other)	None Detected
8-31-BC-13 <small>241603817-0005</small>	Third floor- 12x12 tan floor tile	Tan Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
8-31-BC-14 <small>241603817-0006</small>	Third floor- 12x12 tan floor tile				Positive Stop (Not Analyzed)
8-31-BC-15 <small>241603817-0007 Sample appears to be black adhesive on inseperable wood.</small>	Third floor- yellow adhesive	Brown/Black Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
8-31-BC-16 <small>241603817-0008 Sample appears to be black adhesive on inseperable wood.</small>	Third floor- yellow adhesive	Black Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (Other)	None Detected
8-31-BC-17 <small>241603817-0009 TEM recommended.</small>	Second floor- 12x12 white floor tile	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8-31-BC-18 <small>241603817-0010 The sample group is not homogeneous.</small>	Second floor- 12x12 white floor tile	Tan Non-Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
8-31-BC-19 <small>241603817-0011</small>	Second floor- yellow adhesive	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-31-BC-20 <small>241603817-0012</small>	Second floor- yellow adhesive	Tan Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
8-31-BC-21 <small>241603817-0013</small>	Fourth floor- 12x12 tan/pink floor tile	Tan Non-Fibrous Homogeneous		95% Non-fibrous (Other)	5% Chrysotile
8-31-BC-22 <small>241603817-0014</small>	Fourth floor- 12x12 tan/pink floor tile				Positive Stop (Not Analyzed)

Initial report from: 09/06/2016 17:03:51



# EMSL Analytical, Inc.

29 North Plains Highway, Unit # 4 Wallingford, CT 06492

Tel/Fax: (203) 284-5948 / (203) 284-5978

<http://www.EMSL.com> / [wallingfordlab@emsl.com](mailto:wallingfordlab@emsl.com)

**EMSL Order:** 241603817

**Customer ID:** TIGH62

**Customer PO:**

**Project ID:**

Analyst(s)

Lauren Brennan (12)

Lauren Brennan, Asbestos Lab Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Wallingford, CT NVLAP Lab Code 200700-0,

Initial report from: 09/06/2016 17:03:51

**Tighe&Bond**

**APPENDIX F**

# HAZARDOUS MATERIALS MONITORING REPORT

**Tighe&Bond**

**Project #:** 220817 **Date:** 7-25-16  
**Site Address:** 116 Cook Street Meriden  
**Contractor:** Select Demo **License No.:** \_\_\_\_\_  
**Site Supervisor:** Sang Siv **License No.:** \_\_\_\_\_ **Workers on Site:** 1+  
**Start Time:** 700 **Stop Time:** \_\_\_\_\_  
**Work Area:** \_\_\_\_\_  
**Scope of Work:** Mobilization

**Time:** \_\_\_\_\_ **Description:** \_\_\_\_\_

700-Justin Probs (JP) w/ T+D on-site + meets w/ Peter Miller + Sang Siv (SS) supervisor w/ select. Peter opens door. SS informs JP waiting for supplies + equipment + 4 more workers who will be on-site @ 830.

800- Additional workers on-site. JP checks paperwork for workers. All paperwork up to date. JP needs CTDPH Notification

900- 7 workers on site + SS. Waiting for PM from Select to arrive. Waiting for equipment + supplies to arrive.

**Abatement Monitor:** \_\_\_\_\_ **Asbestos Lic. No.** \_\_\_\_\_



# HAZARDOUS MATERIALS MONITORING REPORT

Tighe&Bond

Project #: 220817 Date: 8-1-2016  
Site Address: 116 Cook Street Meriden  
Contractor: Select Demo License No.: \_\_\_\_\_  
Site Supervisor: Sang License No.: \_\_\_\_\_ Workers on Site: 8  
Start Time: 6<sup>00</sup> Stop Time: 4<sup>30</sup>  
Work Area: Floor 1 Lobby - Containments 1+2  
Scope of Work: Floor Tile 12x12

Time:	Description:
800	Arrive on site. Meet with site supervisor Sang. Check worker documents and checklist created by JFP. Perform partial walkthrough of site.
845	Perform final visual inspection of containment #1. No visible dust or debris. Filter is changed during inspection and work space is encapsulated.
910	Enter containment and use aggressive air throughout. Setup pumps and PCM air samples. (5 @ 14.5 LPM) Exit containment shortly after.
1030	Enter containment again to collect PCM samples and equipment.
1035	Transfer equipment to containment #2. Area has passed visual inspection and been encapsulated. Setup pumps and PCM cassettes ( <del>4</del> 5 @ 14.5 LPM) Perform aggressive air throughout. Exit containment after air has been disturbed. Mount and analyze samples.
1100	Crew exits building for lunch break

Abatement Monitor: William Champagne Asbestos Lic. No. 060768



Time:

Description:

1115 PCM air samples ~~showing~~ appear to be affected by exterior air quality. Heavy fiberglass debris from ceiling tiles and general debris.

1130 Give abatement supervisor permission to tear down containment # 1.

1200 Enter containment # 2. Collect air samples and equipment. Exit containment to mount and analyze samples. Samples show very low fiber count but similar to C#1 Samples.

100 Give Select permission to tear down Containment # 2. Go over procedure for filtering air being brought in through decon opening with Sang.

Abatement Monitor: \_\_\_\_\_ Asbestos Lic. No. \_\_\_\_\_



# HAZARDOUS MATERIALS MONITORING REPORT

Tighe&Bond

Project #: 220817 Date: 8-3-2016  
Site Address: 116 Cook Street Meriden  
Contractor: Select Demo License No.: \_\_\_\_\_  
Site Supervisor: Sang Siv License No.: \_\_\_\_\_ Workers on Site: 9  
Start Time: 6:00 Stop Time: 4:30  
Work Area: Mechanical Room + Corridors / Floor 2  
Scope of Work: Boilers, breaching PFI, Floor Tile

Time:	Description:
8:00	Arrive on site. Discuss progress with site supervisor. Check worker documents. Perform final visual inspection of containment #3. Wood floor is in very poor condition and needs additional vacuuming. Give crew permission to encapsulate after floor has been recleared. <del>Remove all debris from the room.</del>
8:35	Enter containment #3 and perform aggressive air throughout work space. Setup pumps and PCM air samples. (5 @ 14.5 LPM)
9:00	Perform final visual inspection of boiler room and adjoining hallway. Breaching has been thoroughly cleaned with wire brushes. Interior boiler components show no visible debris or dust. Discuss who is responsible for cast iron removal. Check floor tile sections abated and have crew change filters and wipe up water that has entered through roof.
10:00	Enter containment #3 to collect PCM samples and equipment
10:16	Enter containment #4. Setup pumps and PCM air samples (5 @ 14.5 LPM)
Abatement Monitor:	<u>William Champagne</u> Asbestos Lic. No. <u>000768</u>



**HAZARDOUS MATERIALS MONITORING REPORT****Tighe&Bond****Time:****Description:**

1016 Perform aggressive air throughout Boiler room and hallways. Exit containment and mount C#3 air samples.

1115 Give crew permission to breakdown C#3 after all air samples pass analysis. Filter outside decon reduced debris build up. ~~off~~

1120 Go over future work areas with Sang.

1145 Enter containment #4 to gather air samples and equipment. Exit containment shortly after and mount and analyze air samples. Give crew permission to tear down containment after all samples pass. Inform crew to be cautious during removal of poly containment.

**Abatement Monitor:** William Champagne **Asbestos Lic. No.** 000768



# HAZARDOUS MATERIALS MONITORING REPORT

Tighe&Bond

Project #: 220817 Date: 8/8/2016  
Site Address: 116 Cook Street Meriden  
Contractor: Select Demo License No.: \_\_\_\_\_  
Site Supervisor: Sang Siv License No.: \_\_\_\_\_ Workers on Site: 9 + operator  
Start Time: 6:00 Stop Time: 4:30  
Work Area: Floor 3 + 4  
Scope of Work: Floor Tile, mastic, linoleum

Time:	Description:
715	Arrive on site. Select Demo currently loading labelled waste into dumpster with lift. Meet with Sang. One additional worker has been added. Go over drawings and discuss work that has been completed.
730	Setup pumps and perform aggressive air throughout Room 304 and adjoining rooms. Set PCM cassettes for final air clearance (5 @ 14.5 LPM)
810	Go over specs with Sang and update worker document checklist.
900	Collect PCM air samples and pack up equipment. Transfer pumps over to Room 301A Containment. Perform aggressive air throughout area. Setup pumps and PCM air cassettes (5 @ 14.5 LPM)
915	Mount slides. Perform walkthrough of areas on floor 4 with Sang. Collect measurements and discuss safety issues.
1000	Finish analyzing air samples. Give crew permission to tear down Room 304 containment.

Abatement Monitor: William Champagne Asbestos Lic. No. 000768



**HAZARDOUS MATERIALS MONITORING REPORT**

**Tighe&Bond**

**Time:**

**Description:**

1030 Collect air samples from 301A. Transfer equipment to floor 4 - NW Kitchen Area. Perform aggressive air throughout. Setup pumps and PCM cassettes (5@14.5LPM) Exit containment.

1210 Enter containment. Collect PCM air samples and pack up all equipment. Exit containment and leave site to get more cassettes

115 Return to site. Discuss progress with Sang. Crew plans to finish final cleaning of containment shortly. Mount slides for floor 4 - Kitchen area.

240 Setup pumps and ~~use~~ use aggressive air throughout. Setup PCM cassettes (5@14.5LPM)

300 Analyze slides. Inform supervisor that area has passed and can be broken down

Abatement Monitor: William Champagne Asbestos Lic. No. 000768



# HAZARDOUS MATERIALS MONITORING REPORT

Tighe&Bond

Project #: 220817 Date: 8-11-2016  
Site Address: 116 Cook Street Meriden  
Contractor: Select Demo License No.: \_\_\_\_\_  
Site Supervisor: Sang Siv License No.: \_\_\_\_\_ Workers on Site: 9 + operator  
Start Time: 600 Stop Time: 430  
Work Area: Floor 4 B-wing / Floor 1 Lobby  
Scope of Work: Floor Tile 12x12, Interior Window Glazing

Time:	Description:
630	Arrive on site. Perform walkthrough of site with site supervisor. Enter containment #9 to perform final visual inspection. Area has been encapsulated already. Abatement appears to be done correctly. No visible dust or debris. Have crew setup filter for decon and continue with walkthrough.
645	Enter containment #9 and perform aggressive air. Setup pumps and PCM air samples (5@14.5 LPM). Exit containment and install filter at decon to filter air that has sheetrock dust.
710	Enter containment #10 and perform final visual inspection. All tile has been removed. No debris remains. Area was previously encapsulated. Setup pumps and air samples (5@14.5 LPM)

Abatement Monitor: William Champagne Asbestos Lic. No. 000768



# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave      Project Number: 22-0817  
 Project Location: Meriden, CT      Sampling Date: 8-1-2016  
 Work Area Designation: C#1      Project Monitor Name: William Champagne  
 Microscope #: 1410161      Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-1-BC-01	INSIDE CONTAMINANT	FAC	912	1026	14.5	14.5	1218	8/100	.0032	
02			913	1027	14.5	14.5	1218	6/100	.0024	
03			914	1028	14.5	14.5	1218	9/100	.0036	
04			915	1030	14.5	14.5	1232.5	11/100	.0044	
8-1-BC-05			916	1030	14.5	14.5	1218	7/100	.0028	
06	BLANK							0/100	N/A	
07	BLANK							0/100	N/A	

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-1-16</u>	Time:	<u>1030</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-1-16</u>	Time:	<u>912-1030</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

**PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET**

**Tighe & Bond**

Project Name: 116 Cook Ave Project Number: 220817  
 Project Location: Meriden, CT Sampling Date: 8/11/2016  
 Work Area Designation: Containment #2 Project Monitor Name: William Champagne  
 Microscope #: 1410161 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-1-BC-08	INSIDE - HALL CONTAINMENT	FAC	1037	1205	14.5	14.5	1276	9/100	.0035	
09	- NW		1038	1206	14.5	14.5	1276	5/100	.0019	
10	- N		1039	1206	14.5	14.5	1261.5	5/100	.0019	
11	- NE		1040	1207	14.5	14.5	1261.5	10/100	.0039	
12	- S		1042	1208	14.5	14.5	1247	7/100	.0027	
13	BLANK							0/100	N/A	
14	BLANK							0/100	N/A	

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:		Date:	8/1/16	Time:	12:15	AAR#	9432
Sample Collected By:	<i>William Champagne</i>	Date:	8/1/16	Time:	10:37	- 12:08	
Samples Relinquished By:	<i>William Champagne</i>	Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave      Project Number: \_\_\_\_\_  
 Project Location: Meriden, CT      Sampling Date: 8-3-2016  
 Work Area Designation: Contaminant #3      Project Monitor Name: William Champagne  
 Microscope #: 1410161      Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-3-8C-01		FAC	840	1007	87	14.5	14.5	1261.5	5/100	.0019
02		↓	842	1007	85	14.5	14.5	1232.5	9/100	.0036
03			843	1008	85	14.5	14.5	1232.5	6/100	.0024
04			843	1009	86	14.5	14.5	1247	4/100	.0016
05			844	1010	86	14.5	14.5	1247	7/100	.0028
06	BLANK									0/100
07	BLANK								0/100	N/A

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-3-16</u>	Time:	<u>1100</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-3-16</u>	Time:	<u>840-1010</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Name: 116 Cook Ave Project Number: \_\_\_\_\_  
 Project Location: Mesden, CT Sampling Date: 8-3-2016  
 Work Area Designation: Containment #4 Mech Room Project Monitor Name: William Champagne  
 Microscope #: 1410161 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-3-BC-08	INSIDE - Boiler CONTAINMENT	FAC	1016	1145	14.5	14.5	1290.5	12/160	.0046	
09	- Boiler	↓	1016	1147	14.5	14.5	1319.5	14/100	.0052	
10	- Room 1		1017	1148	14.5	14.5	1319.5	9/100	.0033	
11	- Hall		1018	1149	14.5	14.5	1319.5	7/100	.0026	
12	↓ - Room 2		1020	1150	14.5	14.0	1282.5	11/100	.0042	
13	BLANK		_____					6/100	N/A	
8-3-BC-14	BLANK		_____					6/100	N/A	

### Chain of Custody and Sample Receiving Log

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-3-2016</u>	Time:	<u>12:00</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-3-2016</u>	Time:	<u>1016 - 1150</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave  
 Project Location: Meriden, CT  
 Work Area Designation: Room 304 - Containment # 5  
 Microscope #: 1410161

Project Number: \_\_\_\_\_  
 Sampling Date: 8-8-2016  
 Project Monitor Name: William Champagne  
 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)			Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Min	Pre	Post				
8-8-BC-01	INSIDE - NE CONTAINMENT	FAC	730	856	86	14.5	14.5	1247	14 / 100	.0055	
02	NW	↓	732	857	85	14.5	14.5	1232.5	7 / 100	.0028	
03	- CENTER		734	858	84	14.5	14.5	1218	9 / 100	.0036	
04	- SW		735	859	84	14.5	14.5	1218	11 / 100	.0044	
05	- SE		736	900	84	14.5	14.5	1218	5 / 100	.0020	
06	BLANK								0 / 100	N/A	
07	BLANK								0 / 100	N/A	

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-8-16</u>	Time:	<u>930</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-8-16</u>	Time:	<u>730 - 900</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Name: 116 Cook Ave Project Number: \_\_\_\_\_  
 Project Location: Meriden, CT Sampling Date: 8-8-2016  
 Work Area Designation: Room 301A - Containment 6 Project Monitor Name: William Champagne  
 Microscope #: 1410161 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-8-BC-08	INSIDE - Bathroom CONTAINMENT	FAC	906	1030	14.5	14.5	1218	11/100	.0044	
09	- South	↓	906	1032	14.5	14.5	1247	16/100	.0063	
10	- NE		907	1033	14.5	14.5	1247	9/100	.0035	
11	- Hall		908	1033	14.5	14.5	1232.5	8/100	.0032	
12	- NW		909	1034	14.5	14.5	1232.5	10/100	.0040	
8-8-BC-13	BLANK							0/100	N/A	
14	BLANK							0/100	N/A	

## Chain of Custody and Sample Receiving Log

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-8-16</u>	Time:		AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-8-16</u>	Time:	<u>906 -</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Name: 116 Cook Ave Project Number: \_\_\_\_\_  
 Project Location: Meriden, CT Sampling Date: 8-8-2016  
 Work Area Designation: Floor 4 Bathroom/Kitchen - C# 7 Project Monitor Name: William Champagne  
 Microscope #: 1410161 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-8-BC-15	INSIDE - BR CONTAINMENT	FAC	1045	1211	14.5	14.5	1247	11/100	.0043	
16	- BR	↓	1045	1212	14.5	14.5	1261.5	10/100	.0039	
17	- Hall		1045	1212	14.5	14.5	1261.5	7/100	.0027	
18	- SW		1046	1213	14.5	14.5	1261.5	5/100	.0019	
19	- SE		1046	1214	14.5	14.5	1276	15/100	.0058	
20	BLANK							0/100	N/A	
21	BLANK						0/100	N/A		

## Chain of Custody and Sample Receiving Log

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-8-2016</u>	Time:	<u>200</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-8-2016</u>	Time:	<u>1045 - 1214</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave      Project Number: \_\_\_\_\_  
 Project Location: Meriden, CT      Sampling Date: 8-8-2016  
 Work Area Designation: Floor 4 - B Wing C# 8      Project Monitor Name: William Champagne  
 Microscope #: 1410161      Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-8-8C-22	INSIDE - NE CONTAINMENT	FAC	241	408	87	14.5	14.0	1239.8	6/100	.0024
23	- NW	↓	242	408	86	14.5	14.5	1247	7/100	.0028
24	- Connector		244	409	85	14.5	14.5	1232.5	5/100	.0020
25	- SE		245	411	86	14.5	14.5	1247	5/100	.0020
26	- SW		246	412	86	14.5	14.5	1247	3/100	.0012
8-8-8C-27	BLANK								0/100	N/A
28	BLANK							0/100	N/A	

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:	<u>William Champagne</u>	Date:	<u>8-8-2016</u>	Time:	<u>500</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>	Date:	<u>8-8-2016</u>	Time:	<u>241-410</u>		
Samples Relinquished By:		Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave      Project Number: 22-0817  
 Project Location: Meriden CT      Sampling Date: 8-11-2016  
 Work Area Designation: Floor 4 - B wing      Project Monitor Name: William Champagne  
 Microscope #: 1418161      Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-11-BC-01	INSIDE CONTAINMENT	FAC	650	818	14.5	14.0	14.3	1254	8/100	.0031
02	↓	↓	650	818	14.5	14.5	14.5	1276	12/100	.0046
03			651	819	14.5	14.5	14.5	1276	5/100	.0019
04			652	819	14.5	14.5	14.5	1261.5	10/100	.0039
05			652	820	14.5	14.5	14.5	1276	13/100	.0050
06			BLANK							0/100
07	BLANK							0/100	N/A	

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:	<u>William Champagne</u>		Date:	<u>8-11-16</u>	Time:	<u>830</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>		Date:	<u>8-11-16</u>	Time:	<u>650 - 820</u>		
Samples Relinquished By:			Date:		Time:			
Samples Received By:			Date:		Time:			
Results Reviewed By:			Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Name: 116 Cook Ave Project Number: 22-0817  
 Project Location: Middleton, CT Sampling Date: 8-11-2016  
 Work Area Designation: Floor 4-Bldg C# 10 Project Monitor Name: William Champagne  
 Microscope #: 1410161 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)			Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Min	Pre	Post				
8-11-BC-08	INSIDE CONTAINMENT	FAC	714	842	88	14.5	14.5	1276	17/100	.0065	
09			714	843	89	14.5	14.5	1290.5	9/100	.0034	
10			715	843	88	14.5	14.5	1276	11/100	.0042	
11			715	844	89	14.5	15.0	1312.75	15/100	.0049	
12			715	844	89	14.5	14.5	1290.5	16/100	.0061	
13	BLANK								0/100	N/A	
14	BLANK								0/100	N/A	

## Chain of Custody and Sample Receiving Log

Samples Analyzed By:		Date:	8-11-16	Time:		AAR#	9482
Sample Collected By:	<i>William Champagne</i>	Date:	8-11-16	Time:			715-845
Samples Relinquished By:	<i>William Champagne</i>	Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Name: 116 Cook Ave Project Number: 22-0817  
 Project Location: Middletown, CT Sampling Date: 8-11-2016  
 Work Area Designation: Floor 1 - Main Lobby C#11 Project Monitor Name: William Champagne  
 Microscope #: 1410161 Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
8-11-BC-15	INSIDE CONTAMINANT	FAC	829	957	88	14.5	14.5	1276	13/100	.0050
16			829	958	89	14.5	14.5	1290.5	10/100	.0038
17			830	958	88	14.5	14.5	1276	6/100	.0023
18			830	958	88	14.5	14.5	1276	14/100	.0054
19			830	959	89	14.5	14.5	1290.5	11/100	.0042
8-11-BC-20	BLANK								0/100	N/A
21	BLANK								0/100	N/A

## Chain of Custody and Sample Receiving Log

Samples Analyzed By:		Date:	8-11-16	Time:	1000	AAR#	9482
Sample Collected By:	<u>William Champagne</u>	Date:	8-11-16	Time:	829-959		
Samples Relinquished By:	<u>William Champagne</u>	Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

Tighe & Bond

Project Name: 116 Cook Ave Project Number: 22-0817  
 Project Location: Meriden, CT Sampling Date: 9-9-2016  
 Work Area Designation: Floor 4-Additional FT-C#12 Project Monitor Name: William Champagne  
 Microscope #: \_\_\_\_\_ Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
9-9-BC-01	INSIDE CONTAINMENT	FAC	826	951	14.5	14.5	1232.5	10/100	.0040	
02	↓	↓	827	952	14.5	14.5	1232.5	7/100	.0028	
03			828	954	14.5	14.5	1247	9/100	.0035	
04			828	954	14.5	14.5	1247	4/100	.0016	
05			830	955	14.5	14.5	1232.5	6/100	.0024	
9-9-BC-06			BLANK	↓						0/100
07	BLANK	↓						0/100	N/A	

## Chain of Custody and Sample Receiving Log

Samples Analyzed By:		Date:	9-9-16	Time:	8:26 - 9:55	AAR#	9482
Sample Collected By:	William Champagne	Date:	9-9-16	Time:			
Samples Relinquished By:	William Champagne	Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave Project Number: 22-0817  
 Project Location: Meriden, CT Sampling Date: 9-9-2016  
 Work Area Designation: Floor 3-Addition 1 FT-C##13 Project Monitor Name: William Champagne  
 Microscope #: \_\_\_\_\_ Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
9-9-08-08	INSIDE CONTAINMENT ↓	FAC	1006	1131	85	14.5	15.0	1253.8	15/100	.0059
09			1007	1131	84	14.5	15.0	1239	12/100	.0048
10			1007	1132	85	14.5	14.5	1232.5	7/100	.0028
11			1008	1133	85	14.5	14.5	1232.5	6/100	.0024
12			1009	1134	85	14.5	14.5	1232.5	9/100	.0036
9-9-08-13	BLANK								0/100	N/A
14	BLANK								0/100	N/A

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:		Date:	9-9-16	Time:	1135	AAR#	9482
Sample Collected By:	<i>William Champagne</i>	Date:	9-9-16	Time:	1006		1135
Samples Relinquished By:	<i>William Champagne</i>	Date:		Time:			
Samples Received By:		Date:		Time:			
Results Reviewed By:		Date:		Time:			

# PHASE CONTRAST MICROSCOPY AREA AIR SAMPLING DATA SHEET

**Tighe & Bond**

Project Name: 116 Cook Ave      Project Number: 22-0817  
 Project Location: Meriden, CT      Sampling Date: 9-9-2016  
 Work Area Designation: Containment #14-Additional FT      Project Monitor Name: William Champagne  
 Microscope #: \_\_\_\_\_      Project Monitor License #: 000768

Sample #	Sample Location	Project Activity	Sample Time (minutes)		Flow Rate (Liters/Minute)		Average Flow Rate (Liters/Min)	Total Volume (Liters)	Fiber Count (Fib/Field)	Concentration (Fibers/CC)
			On	Off	Pre	Post				
9-9-BC-15	INSIDE CONTAINMENT	FAC	1024	1149	14.5	14.5	1232.5	12/100	.0048	
16	↓	↓	1024	1150	14.5	14.5	1247	14/100	.0055	
17			1025	1151	14.5	14.5	1247	8/100	.0031	
18			1027	1152	14.5	14.5	1232.5	17/100	.0068	
19			1028	1152	14.5	14.5	1218	11/100	.0044	
9-9-BC-20	BLANK	↓						0/100	N/A	
21	BLANK							0/100	N/A	

**Chain of Custody and Sample Receiving Log**

Samples Analyzed By:	<u>William Champagne</u>		Date:	<u>9-9-16</u>	Time:	<u>1024-1152</u>	AAR#	<u>9482</u>
Sample Collected By:	<u>William Champagne</u>		Date:	<u>9-9-16</u>	Time:	<u>1200</u>		
Samples Relinquished By:			Date:		Time:			
Samples Received By:			Date:		Time:			
Results Reviewed By:			Date:		Time:			

**Tighe&Bond**

**APPENDIX G**

**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment # 1 - Floor 1 Main Lobby

ACM Removed: 384 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 8-1-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment #2 - Floor 1 Main Lobby

ACM Removed: 360 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 8-1-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment #3 - Floor 2

ACM Removed: 218 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 8-3-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment #4 - Boiler Room + Adjoining Corridor

ACM Removed: 8 Boiler Units, 200 SF Pipe fitting Insulation,  
~ 540 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 8-3-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment #5

ACM Removed: 1068 SF 12x12 Floor Tile + Black Mastic

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 8-8-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment #6 - Floor 2

ACM Removed: 270 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 8-8-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

**Project Name:** 116 Cook Ave **Project Number:** 22-0817

**Project Location:** Meriden, CT

**Containment:** Containment # 7 - Floor 4 Bathroom/Kitchen

**ACM Removed:** 88 SF Linoleum flooring

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

**Signature:** William Champagne

**Print Name:** William Champagne

**DATE:** 8-8-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

**Project Name:** 116 Cook Ave **Project Number:** 22-0817

**Project Location:** Meriden, CT

**Containment:** Containment #8 - Floor 4 B-Wing

**ACM Removed:** 162 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

**Signature:** William Champagne

**Print Name:** William Champagne

**DATE:** 8-8-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

**Project Name:** 116 Cook Ave **Project Number:** 22-0817

**Project Location:** Meriden, CT

**Containment:** Containment # 9 - Floor 4 B Wing

**ACM Removed:** 72 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

**Signature:** William Champagne

**Print Name:** William Champagne

**DATE:** 8-11-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

**Project Name:** 116 Cook Ave **Project Number:** 22-0817

**Project Location:** Meriden, CT

**Containment:** Containment # 10 - B-wing Floor 4 Bathroom

**ACM Removed:** 25 SF 12x12 SF Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

**Signature:** William Champagne

**Print Name:** William Champagne

**DATE:** 8-11-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

**Project Name:** 116 Cook Ave **Project Number:** 22-0817

**Project Location:** Meriden, CT

**Containment:** Containment #11 - Floor 1 Lobby Windows

**ACM Removed:** 165 LF Interior brown window caulk

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

**Signature:** William Champagne

**Print Name:** William Champagne

**DATE:** 8-11-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment # 12 - Floor 4

ACM Removed: 104 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 9-9-2016



**CERTIFICATE OF VISUAL INSPECTION**

**Tighe&Bond**

Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment # 13 - Floor 3 B wing

ACM Removed: 61 SF 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 9-9-2016



Project Name: 116 Cook Ave Project Number: 22-0817

Project Location: Meriden, CT

Containment: Containment #14 - Floor 2 B Wing

ACM Removed: 360 SF Tan 12x12 Floor Tile

**Asbestos Project Monitor Visual Inspection Certification**

WAC a Licensed Project Monitor hereby certifies that he/she has completed a visual inspection and verifies that the targeted asbestos containing materials (ACM) have been removed. All surfaces within the work area(s) have been inspected and no dust, debris, or residue remains.

Signature: William Champagne

Print Name: William Champagne

DATE: 9-9-2016

