



CITY OF PROVIDENCE, RHODE ISLAND

Department: Public Property

RFP Title: Re-Bid Asa Messer Playground

Opening Date: 10/24/2022

Addendum #: 3

Issue Date: 10/06/2022

The purpose of this addendum is:

To extend the opening date for this solicitation to October 24, 2022.

Additional questions will be accepted by October 13, 2022.

To include additional and revised bid documents attached to this Addendum #3.

To respond to bidder questions and provide additional instruction to bidders.

Please find additional information and attachments on the following pages.

Asa Messer Playground RFP – Addendum #3

October 6, 2022

Due to the size of this Addendum #3, the opening date for this solicitation has been extended to October 24, 2022 by 2:00PM (EST). Additional questions will be accepted by October 13, 2022.

Please see the following documentation attached as part of this Addendum #3:

- Attachment A – Revised bid drawings dated 08/02/2022.
 - a. Concrete retaining wall thickness has been increased to 12” and a rubber bumper has been added to the sections. All chamfered edges to be changed to round over. Full list of changes to drawings:
 - i. Drawing A-101 – Site Plan
 - 1. Poured Play Surface to be included in Add Alternate #1.
 - ii. Drawing A-102 – Dimension Plan
 - 1. Dimensions have been adjusted to accommodate new wall thickness.
 - iii. Drawing A-300 – Wall Sections
 - 1. Increased retaining wall thickness to 12”.
 - 2. Alterations to structural design of retaining wall.
 - 3. Rubber bumper has been added.
- Attachment B – Specifications Section 32 18 16.13 Playground Protective Surfacing.
 - a. This surfacing is to be included in Add Alternate #1. Note that the 12” imported fill is still required even if Add Alternate #1 is selected. Finish grade regardless of whether or not Alt #1 is accepted is to be level with existing adjacent asphalt lot. Contractor to excavate to proper depth accordingly.
- Attachment C – Construction Soil Management Plan
 - a. The required analytical for imported soils referenced in the CSMP supersedes what is in the specifications.
- Attachment D – City of Providence CDBG Program Federal Construction Contract Provisions
 - a. The appropriate form(s) based on dollar amount of bid and any subcontracts must be filled in and submitted with the bid package. There are two possible forms which may apply:
 - i. For contracts \$10,001 to \$100,000
 - ii. For contracts exceeding \$100,000

Asa Messer Playground RFP – Addendum #3

October 6, 2022

Questions and Responses

1. Is a builder's risk policy required, if so is the policy cost the responsibility of the owner or the GC?
 - a. Builder's Risk Insurance is not required on this project.
2. What is the anticipated start date?
 - a. Anticipated start date for construction is January 2nd, 2023. The awarded bidder will be expected to mobilize within 2 weeks of contract execution and PO issuance.
3. What is the completion date?
 - a. The completion date is April 4th, 2023.
4. Are there any liquidated damages?
 - a. Liquidated damages shall be \$500 per calendar day past the completion date.
5. What are the school hours including morning busing?
 - a. Expect school buses to run from 7:50am – 8:10am in the morning and 2:00pm – 2:20pm in the afternoon. Regular school hours are from 8:00am – 2:15pm.
6. Is this a rebid? If so why was the previous bid cancelled?
 - a. Yes – the previous bid was cancelled due to missing information regarding the contaminated soils and the playground equipment alternate.
7. Are there any gates to be installed at the NE fencing?
 - a. Contractor to provide a 3'6" swing gate to be located within the fence line at the direction of Owner and Architect
8. What will the ground surface material be where the playground gets installed as part of the alternate?
 - a. See specification 32 18 16.13 – Playground Protective Surfacing attached to this Addendum #3.
9. Does the allowance include testing of soils to be removed, hygienist and health and safety plan?
 - a. No – the allowance is for contaminated soil transportation and disposal only. Please refer to specification section 30 02 25-4 Load Haul and Dispose Contaminated Soil.
10. There is a unit price for transporting and disposal of contaminated soils, can you provide a soil report to we can accurately provide a unit price? Is the unit price per ton or per yard?
 - a. Please see Soil Report attached in Addendum #1 and Soil Management Plan attached in this Addendum #3. The unit price is per ton (see RFB page 18).
11. Will any material testing costs be reimbursed to the contractor by the owner?

Asa Messer Playground RFP – Addendum #3

October 6, 2022

- a. Please include all anticipated material testing costs in your bid price.
- 12. Will permit fees be waived for this project?
 - a. Please see page 20 of the RFB:
 - i. “Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid”
- 13. Can you provide a copy of the Soil Management Plan?
 - a. Please see the Soil Management Plan attached to this Addendum #3.
- 14. Can you please provide a site logistics plan?
 - a. Contractor to participate in logistics planning meeting with School Department, Building Users, and City of Providence prior to start of construction.

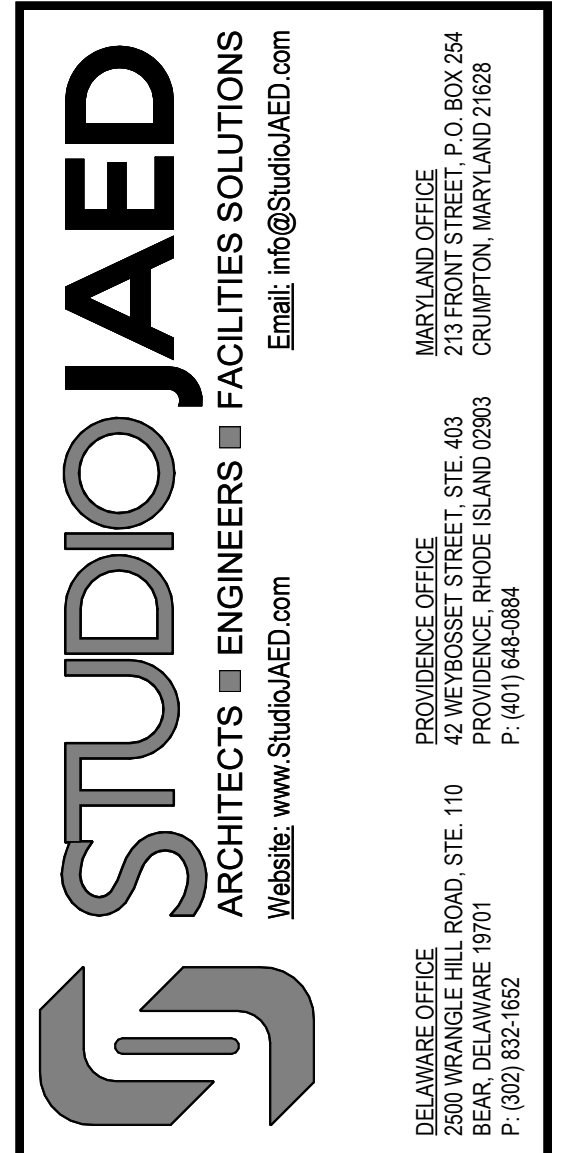
Additional Notes to Bidders

1. Contractor to limit dust during construction and provide continuous dust mitigation during excavation activities.
2. Contracting parking will be limited on site.
3. Contractor storage and laydown area will be limited on site.
4. Contractor to have daily coordination with Building Users.

ASA MESSER PLAYGROUND RFP - ADDENDUM #3 - ATTACHMENT A



1 SITE PLAN
SCALE: 1/8" = 1'-0"



CONSULTANT

This drawing is the property of StudioJAED and is prepared for the exclusive use of its clients at the location indicated. No other use is authorized or intended.

ARCHITECT / ENGINEER SEAL

CITY OF PROVIDENCE

ASA MESSER
OUTDOOR CLASSROOM/PLAY AREA
1655 WESTMINSTER ST., PROVIDENCE, RI 02909

REVISIONS	
Rev.	Description
1	08/10/2022 Addendum #3

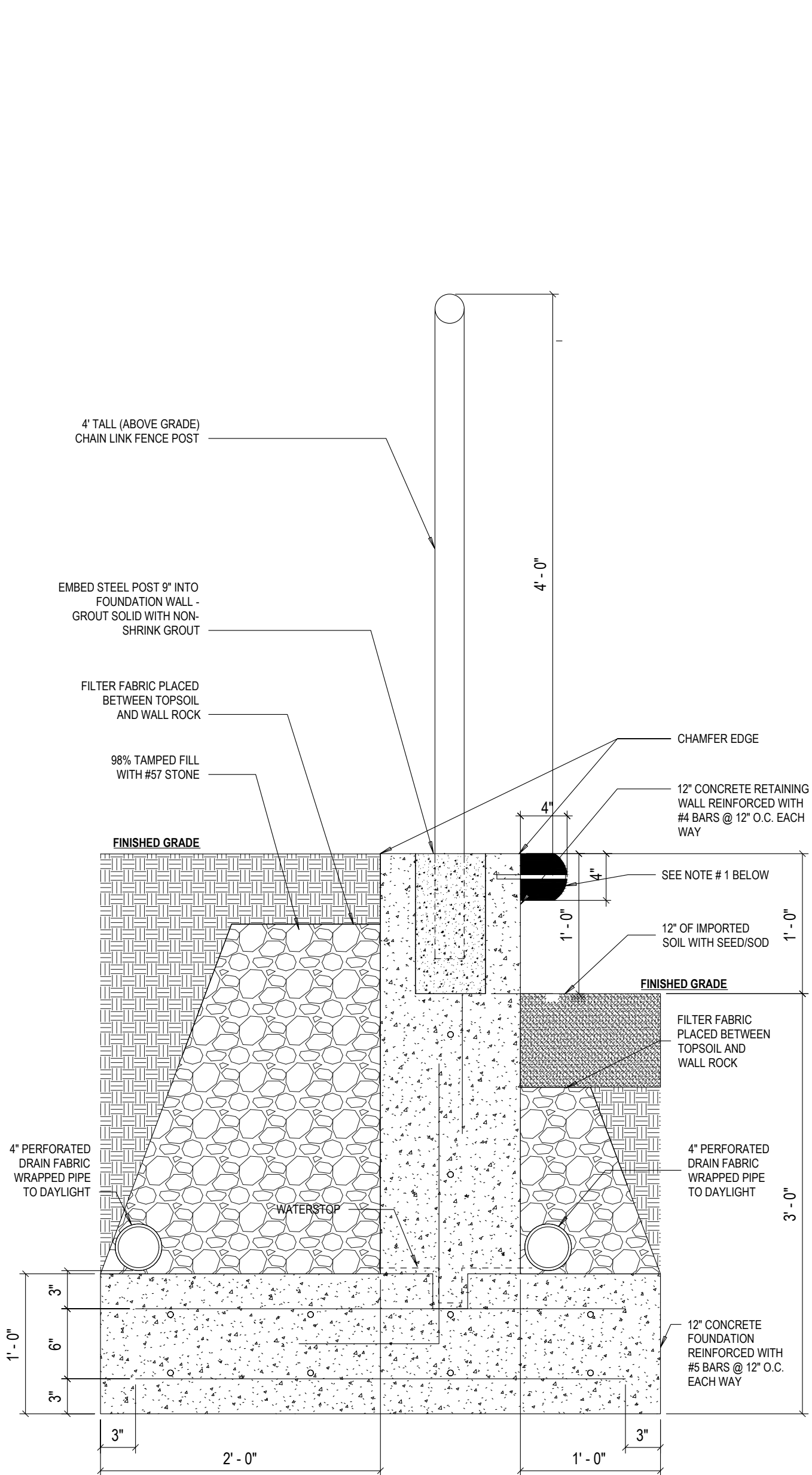
SHEET TITLE

SITE PLAN

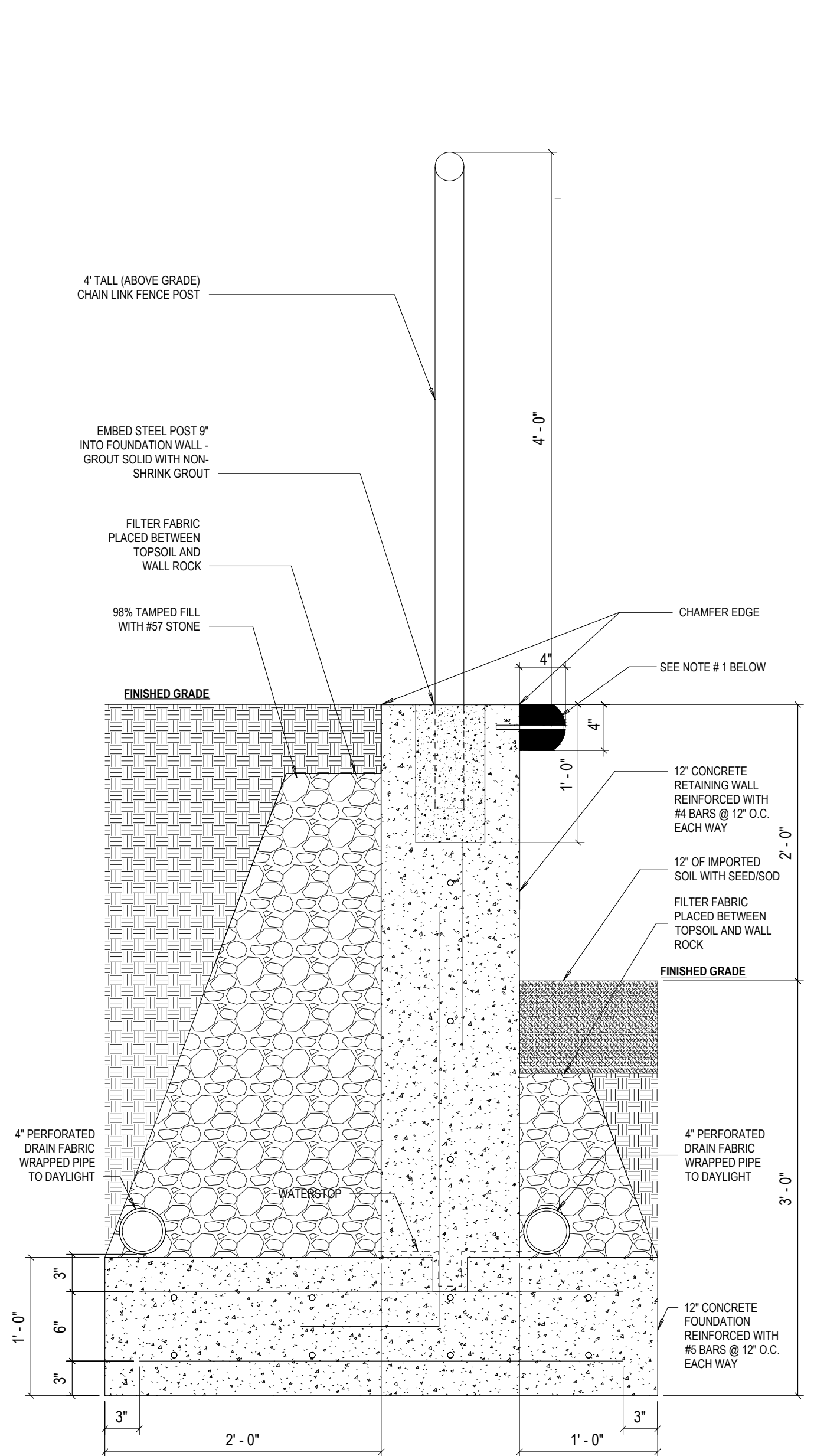
CONSTRUCTION DOCUMENTS		
JUNE 10, 2022		
DRAWN	CHKD	PROJECT NO.
BMS	PC	19055
SHEET NO.		

A-101

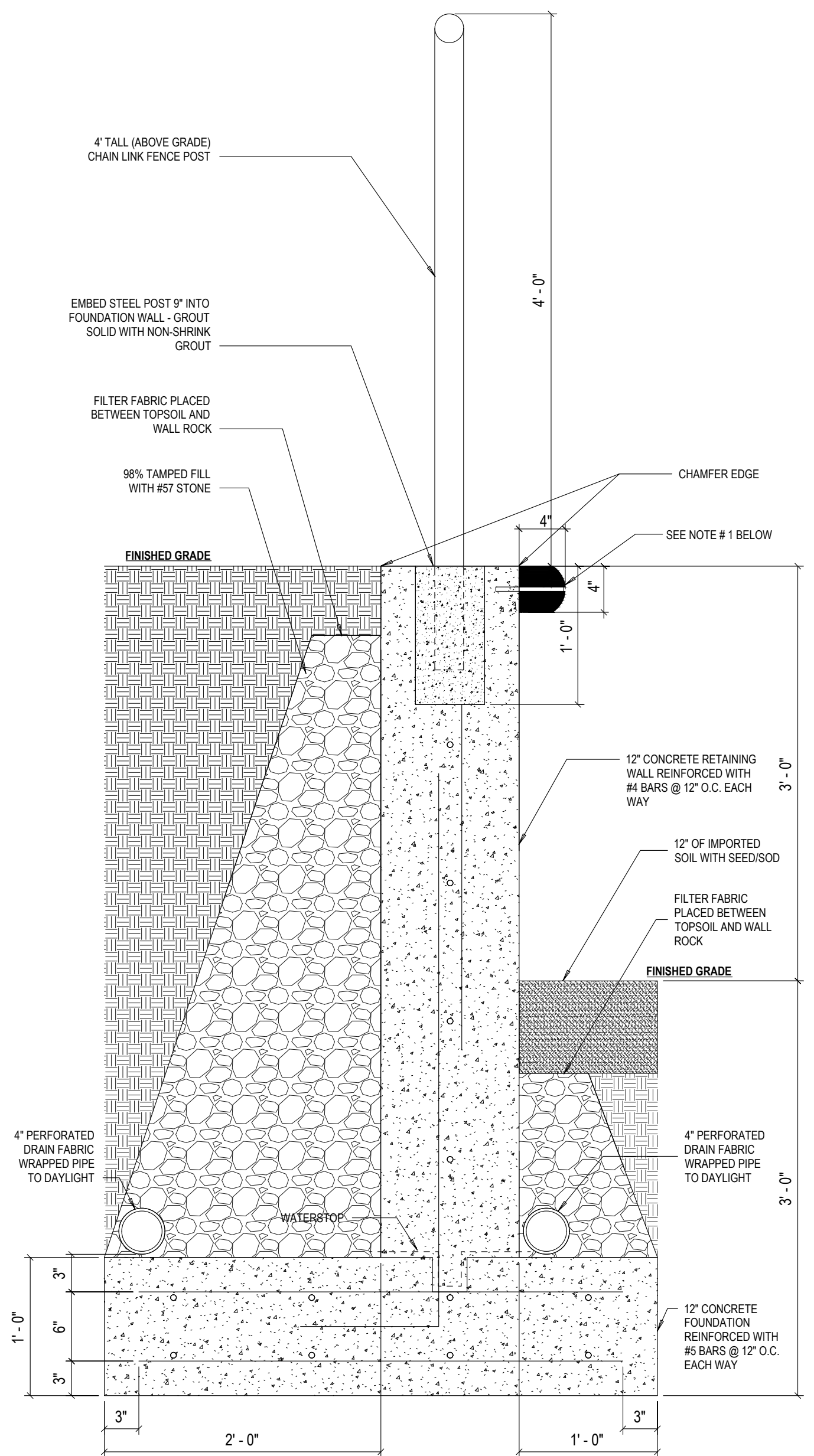
THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE WORK AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.



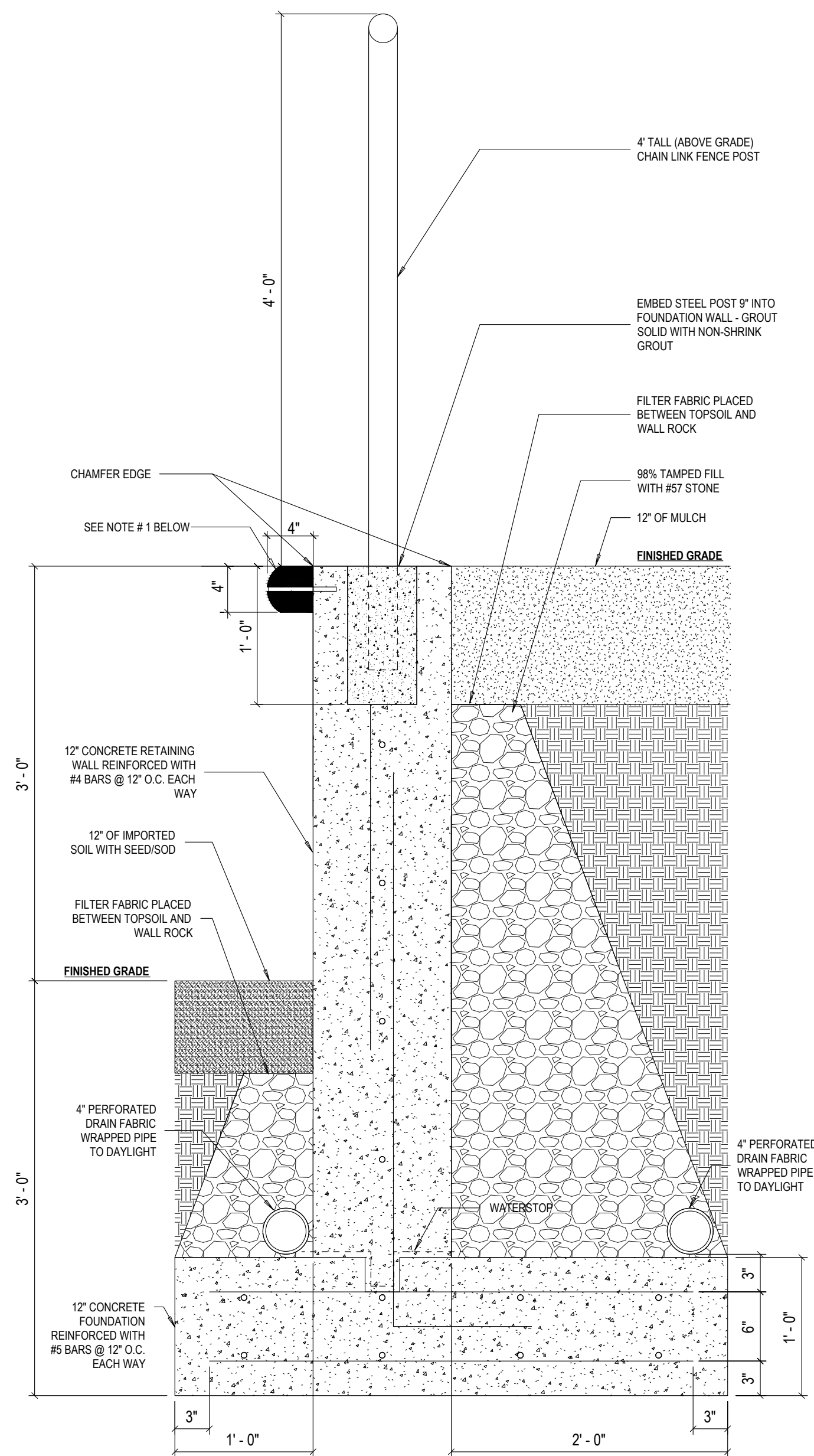
1 RETAINING WALL SECTION 1
 SCALE: 1 1/2" = 1'-0"
 NOTE #1:
 CONTRACTOR TO PROVIDE A CONTINUOUS 4"x4" RECYCLED RUBBER TIMBER WITH ANCHORS AROUND ENTIRE PERIMETER OF RETAINING WALLS INCLUDING VERTICAL TRANSITIONS BETWEEN HEIGHTS OF WALLS. BASIS OF DESIGN IS: AAA STATE OF PLAY, AAASSTATEOFPLAY.COM, RUBBERIFIC RUBBER BOARD TIMBERS. ANCHORS TO BE 3/8"x6" TAPCONS RECESSED / SET BELOW SURFACE OF 18" O.C. AND 6" FROM ENDS



2 RETAINING WALL SECTION 2
 SCALE: 1 1/2" = 1'-0"
 NOTE #1:
 CONTRACTOR TO PROVIDE A CONTINUOUS 4"x4" RECYCLED RUBBER TIMBER WITH ANCHORS AROUND ENTIRE PERIMETER OF RETAINING WALLS INCLUDING VERTICAL TRANSITIONS BETWEEN HEIGHTS OF WALLS. BASIS OF DESIGN IS: AAA STATE OF PLAY, AAASSTATEOFPLAY.COM, RUBBERIFIC RUBBER BOARD TIMBERS. ANCHORS TO BE 3/8"x6" TAPCONS RECESSED / SET BELOW SURFACE OF 18" O.C. AND 6" FROM ENDS



3 RETAINING WALL SECTION 3
 SCALE: 1 1/2" = 1'-0"
 NOTE #1:
 CONTRACTOR TO PROVIDE A CONTINUOUS 4"x4" RECYCLED RUBBER TIMBER WITH ANCHORS AROUND ENTIRE PERIMETER OF RETAINING WALLS INCLUDING VERTICAL TRANSITIONS BETWEEN HEIGHTS OF WALLS. BASIS OF DESIGN IS: AAA STATE OF PLAY, AAASSTATEOFPLAY.COM, RUBBERIFIC RUBBER BOARD TIMBERS. ANCHORS TO BE 3/8"x6" TAPCONS RECESSED / SET BELOW SURFACE OF 18" O.C. AND 6" FROM ENDS



4 RETAINING WALL SECTION 4
 SCALE: 1 1/2" = 1'-0"
 NOTE #1:
 CONTRACTOR TO PROVIDE A CONTINUOUS 4"x4" RECYCLED RUBBER TIMBER WITH ANCHORS AROUND ENTIRE PERIMETER OF RETAINING WALLS INCLUDING VERTICAL TRANSITIONS BETWEEN HEIGHTS OF WALLS. BASIS OF DESIGN IS: AAA STATE OF PLAY, AAASSTATEOFPLAY.COM, RUBBERIFIC RUBBER BOARD TIMBERS. ANCHORS TO BE 3/8"x6" TAPCONS RECESSED / SET BELOW SURFACE OF 18" O.C. AND 6" FROM ENDS

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 ARCHITECT / ENGINEER SEAL

CITY OF PROVIDENCE
ASA MESSER
 OUTDOOR CLASSROOM/ PLAY AREA
 1655 WESTMINSTER ST. PROVIDENCE, RI 02909

Mark	Date	Description
1	08/02/2022	Addendum # 3

SHEET TITLE
WALL SECTIONS
 CONSTRUCTION DOCUMENTS
 JUNE 10, 2022
 DRAWN: BMS
 CHKD: PC
 PROJECT NO: 19055
 SHEET NO.
A-300

SECTION 32 18 16.13
PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Protective surfacing for playground area.
- B. Subbase under resilient surfacing.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 11 68 13 - Playground Equipment: Playground layout (staking).
- C. Section 32 11 23 - Aggregate Base Courses: Subbase for resilient surfacing.

1.03 REFERENCE STANDARDS

- A. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- B. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN m/m³)).
- C. ASTM D2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
- D. ASTM F1292 - Standard Specification for Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment.
- E. ASTM F1487 - Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
- F. CPSC Pub. No. 325 - Public Playground Safety Handbook.

1.04 DEFINITIONS

- A. Use Zone: The area beneath and immediately adjacent to a play structure or equipment (play event) that is designated for unrestricted circulation around equipment, and on whose surface it is predicted that a user would land when falling from or exiting the equipment.
- B. Critical Fall Height: The maximum fall height at which the protective surfacing meets the requirements of ASTM F1292.
- C. Fall Height: The vertical distance between the finished elevation of the designated play surface and the finished elevation of the protective surfacing beneath it as defined by ASTM F1487.
- D. Protective Surfacing: Resilient ground surfacing. The characteristics of the protective surfacing are based on the fall height of the playground equipment. Changes in either the surfacing or the fall height, particularly reducing the resilience of the protective surfacing or increasing the fall height, will reduce safety-related performance.
- E. Subbase: A layer under the resilient layer of the protective surfacing but over the subgrade; may be rigid, as in concrete or bituminous, or aggregate.
- F. Subgrade: The surface of the ground on which the protective surfacing is installed.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements - Administrative Requirements, for submittal procedures.
- B. Product Data: For all manufactured surfacing products, provide manufacturer's product data showing materials of construction, compliance with specified standards, installation procedures, and safety limitations.
 - 1. Include IPEMA certifications where required.
- C. Product Data: For natural surfacing materials, provide supplier's certification or mill certificate showing compliance with specified requirements.

- D. Shop Drawings: Detailed scale drawings showing locations of existing playground equipment and exposed footings, bases, and anchorage points.
 - 1. Clearly identify footing and base elevations in relation to a fixed survey point on site and to subgrade elevation and depth of protective surfacing, surveyed by land surveyor licensed in the State in which the Project is located.
 - 2. Show locations of underground utilities, storm-drainage system and irrigation system.
 - 3. Show locations of related construction such as walkways and roadways, fences, site furnishings, and plantings.
 - 4. Show measured fall height for each playground equipment item, determined in accordance with ASTM F1487.
 - 5. Show Use Zone perimeters, determined in accordance with ASTM F1487.
- E. Samples: For each product for which color must be selected provide color chart showing full range of colors.
- F. Maintenance Data:
 - 1. For manufactured surfacing products, provide manufacturer's recommended maintenance instructions and list of repair products, with address and phone number of source of supply.
 - 2. For loose fill surfacing products, provide detailed re-ordering information to enable Owner to match installed material exactly.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company regularly engaged in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Installer Qualifications: Company certified by manufacturer for training and experience installing the protective surfacing; provide installer's company name and address, and training and experience certificate.

1.07 PRE-INSTALLATION MEETING

- A. Coordinate with Section 11 68 13.
- B. Convene a meeting one week before starting earthwork for playground to discuss coordination between various installers.
 - 1. Require attendance by personnel responsible for grading and installers of playground equipment, protective surfacing, footings, and adjacent work.
 - 2. Include representatives of Contractor.
 - 3. Notify Architect at least 2 weeks prior to meeting.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store protective surfacing to project site in accordance with manufacturer's recommendations.
- B. Store materials in a dry, covered area, elevated above grade.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 PERFORMANCE CRITERIA

- A. Because the safety of the playground depends on strict compliance with the performance criteria, this information is provided for Contractor's information.
 - 1. The protective surfacing constitutes a resilient layer installed over the subgrade, with the top of playground equipment footings and anchorage devices located below the surface of the subgrade.
 - 2. The top elevation of the protective surfacing is intended to be flush with adjacent grades.

2.02 MATERIALS

- A. Poured-In-Place Membrane Surfacing: Weather-resistant wear layer over impact attenuating substrate over aggregate subbase.
1. Wear Layer: Ethylene propylene diene monomer (EPDM) particles adhered with a ultraviolet-stabilized polyurethane binder to produce an even, uniformly colored surface.
 2. Wear Layer Thickness: 1/2 inch, minimum.
 3. Coefficient of Friction, when wet: 0.8, minimum, when tested in accordance with ASTM D2047.
 4. Wear Layer Color(s): As selected from manufacturer's full range of bright colors.
 5. Impact Attenuating Substrate: 100 percent recycled shredded styrene butadiene rubber (SBR) shreds or granules with 100 percent solids polyurethane binder to form a resilient material; do not use foam rubber.
 6. Resilient Depth: As required to achieve specified Critical Fall Height as defined in ASTM F1292; maintain top elevation flush with adjacent grades.
 7. Certification: Provide IPEMA certification of ASTM F1292 Critical Fall Height at thickness specified.
 8. Manufacturers:
 - a. GameTime, Inc; GT Impax Poured: www.gametime.com/#sle.
 - b. Surface America Incorporated; Poured-in-Place
 - c. No Fault Sport Group; No Fault Safety Surface for Playgrounds: SAF DEK www.nofault.com/#sle.
 - d. Child Safe Products, Inc.; Safety Surface
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
 9. Flammability (ASTM D2859): Pass.
 10. Tensile Strength (ASTM D412): 60 psi (413 kPa).
 11. Tear Resistance (ASTM D624): 140%.
 12. Water Permeability: 0.4 gal/yd²/second. Top Surface: EPDM rubber particles and polyurethane.
 13. Base Material: Formulation of SBR particles and polyurethane, site mixed and applied.
 14. Binder: Aliphatic Binder. Weather-resistant, UV-stabilized, flexible, non-hardening, 100 percent solids polyurethane complying with requirements of authorities having jurisdiction for nontoxic and low VOC content.
 15. Critical Fall Height: Shall be determined by each piece of Play Equipment and their associated fall zones approved.
 16. Overall Thickness: Within the safety zones, thickness must meet or exceed a Head Injury Criterion (HIC) value of 800 for the highest critical height on equipment indicated above. All other areas outside of Safety Zones shall meet the minimum required thickness.
 17. Primer/Adhesive: Manufacturer's standard primer and weather-resistant, moisture-cured polyurethane adhesive suitable for unit, substrate, and location indicated.
 18. Top Surface: Color mixes shall be as shown on the Plans using manufacturer's standard color chart.
 19. Filler/Sealant: Manufacturer's standard clear silicone or polyurethane filler/sealant suitable for exterior use.
- B. Leveling and Patching Material: Portland cement-based grout or epoxy- or polyurethane-based formulation suitable for exterior use and approved by playground surface system manufacturer.
- C. Gravel Fill: Pea gravel or other rounded gravel; washed; free of dust, clay, dirt, organic material, hazardous substances, or foreign objects; rounded particles, either naturally or mechanically; sieved in accordance with ASTM C136/C136M in the specified gradation range.
1. Percent Passing Sieve Size 1 inch: 100 percent.
 2. Percent Passing Sieve Size 3/4 inch: 90 to 100 percent.
 3. Percent Passing Sieve Size [3/8] inch: [20 to 55] percent.
 4. Percent Passing Sieve Size No. 4: 0 percent.

- D. Wood Mulch Fill: Untreated chipped bark or untreated chipped tree prunings; free of sharp or foreign objects or toxic chemicals; free of twigs, leaves, branches, thorns, dirt, grass, yard clippings, soil, or poisonous plants; do not use mulch manufactured from recycled pallets, or lumber containing nails or metal fasteners.
 - 1. Chip Length: 1-1/2 inches, maximum.
 - 2. Depth - Other Than High Play Activity Area: 12 inches.
- E. Geotextile: Nonwoven polypropylene sheet.
- F. Aggregate Subbase: See Section 32 11 23.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Playground equipment installer will perform playground layout prior to installation of footings; verify correctness of layout before starting this work.
- B. Verify that playground equipment and site furnishings and irrigation system located within playground area are complete.
- C. Verify location of underground utilities and facilities in the playground area. Damage to underground utilities and facilities will be repaired at Contractor's expense.
- D. Verify that subgrades are at proper elevations and that smooth grading is complete.
- E. Verify that proper depth of surfacing is marked on base supports of playground equipment.

3.02 PREPARATION

- A. Correct subgrade irregularities to ensure that required depth of protective surfacing can be installed, and subgrade elevation is in accordance with manufacturer's requirements.
- B. Inside Use Zones remove all obstructions that would extend into the resilient protective surfacing.
- C. Remove rocks, debris, and other similar items.

3.03 SUBBASE

- A. Install aggregate subbase as indicated on drawings and in Section 32 11 23. Compact aggregate to maximum 95 percent, in accordance with ASTM D1557.
- B. Install with top surface of subbase no higher than grades and levels indicated and not more than 1/4 inch lower than grades and levels indicated.
- C. Install in true, even plane, sloped to provide positive drainage.
- D. Flatness Tolerance: 1/4 inch in 10 feet, maximum.

3.04 RESILIENT SURFACING LAYER

- A. Install in accordance with CPSC Pub. No. 325, ASTM F1487, manufacturer's instructions, and requirements of authorities having jurisdiction (AHJ).
- B. Install proper thickness throughout Use Zone(s).
- C. Clean and dry surface of subbase.
- D. Cover aggregate subbase with geotextile:
 - 1. Verify that aggregate is free of ruts or protruding objects.
 - 2. Lap minimum 4 inches width at seams. Adhere seams in accordance with manufacturer's recommendations.
 - 3. Install smooth, and free of tensile stresses, folds, or wrinkles.
 - 4. Protect from clogging, tears, or other damage during surfacing installation.
 - 5. Repair or replace damaged geotextile in accordance with manufacturer's recommendations.
- E. Poured In Place Surfacing:
 - 1. Mix components mechanically on-site in accordance with manufacturer's directions; do not mix by hand.

2. Install seamlessly; ensure complete bond to subbase.
3. Cover footings and foundations and adhere tightly around penetrating elements.
4. Maintain full thickness of resilient layers within Use Zone; cover or abut containment curbs as indicated on drawings; completely cover tapered transition edges.
5. Hand trowel exposed surface to smooth, even finish.
6. Impact Attenuation Layer: Install entire layer in one continuous pour on the same day.
7. Wear Surface: Bond wear surface to substrate with adhesive. Apply adhesive in small quantities so that wear surface can be applied before adhesive dries.
 - a. Install surfacing seamlessly. When wear surface is composed of different color patterns, pour surface continuously and seamlessly.
 - b. When seams are required due to color change or field conditions, place adjacent wear surface as soon as possible, before initial pour has cured. Coat edge of initial pour with adhesive and apply wear surface mixture immediately.
 - c. Add a minimum of 1/16 inch depth to specified surfacing depth to ensure required impact attenuation performance is met.
 - d. Install wear surface to cover foundations and adhere tightly around elements penetrating the surface.

3.05 FIELD QUALITY CONTROL

- A. Owner or Owner's representative will inspect playground surfacing after installation to verify that surfacing is of proper type and depth and that playground meets specified design safety and accessibility requirements.
- B. Repair or replace rejected work until compliance is achieved.

3.06 CLEANING AND PROTECTION

- A. Restore adjacent existing areas that have been damaged from the construction.
- B. Clean playground equipment of construction materials, dirt, stains, filings, and blemishes due to shipment or installation. Clean in accordance with manufacturer's instructions, using cleaning agents as recommended by manufacturer.
- C. Clean playground area of excess construction materials, debris, and waste.
- D. Remove excess and waste material and dispose of off-site in accordance with requirements of authorities having jurisdiction.
- E. Protect installed products until Date of Substantial Completion.
- F. Replace damaged products before Date of Substantial Completion.

END OF SECTION 32 18 16.13

CONSTRUCTION SOIL MANAGEMENT PLAN

City of Providence

Asa Messer Elementary Playground

1655 Westminster Avenue Providence, Rhode Island

Plat Map 35, Lot 91

RIDEM File Number: SR-28-2048

Prepared for:

City of Providence

Department of Planning and Development

444 Westminster Street

Providence, Rhode Island 028882903

Prepared by:

GRA, a division of GM2

200 Main Street

Pawtucket, Rhode Island



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Figures

Figure 1 - Site Locus Plan

Plans

Asa Messer Outdoor Classroom/Play Area Plan Set

Appendices

Appendix A –RIDEM Letter of Responsibility

Appendix B – Soil Sampling Summary

Appendix C –RIDEM Dig & Haul Approval

Appendix D -Contract Specifications

1.0 Introduction

On behalf of the City of Providence, GRA, a division of GM2 (GRA), has prepared this *Construction Soil Management Plan* (CSMP) for the property known as the Asa Messer Elementary School, located at 1655 Westminster Street in Providence, Rhode Island. The property is also identified as Lot 91, on Plat Map 35 according to the City of Providence's Tax Assessor's Office. The project area is shown in the provided in the attached Locus Plan (Figure 1).

This CSMP has been prepared to establish procedures that will be followed during the construction activities at the above facility. The goal of this CSMP is to manage soil which have the potential to be encountered as a result of construction activities associated with the planned site improvements at the new playground. The Contractor for the project shall prepare a Soil Management Plan specific to their proposed work.

2.0 Background

2.1 Proposed Project

The City of Providence is advancing in the design to construct a new playground at the Asa Messer Elementary School in Providence, Rhode Island. Located at 1655 Westminster Street, the school teaches grades Pre-Kindergarten thru 4th grade, and houses approximately 550 students.

The proposed playground sits in a location in the rear of the school between the parking lot and the baseball field. The proposed playground will encompass an area of approximately 4,500 sq ft. It is estimated that 500 cubic yards of soil and debris will be excavated as part of the playground construction activities.

Perimeter: 285 ft
Approximate Area: 4,555 sq. ft
Approximate Volume: 500 cy

2.2 Regulatory Correspondence

An initial site investigation was conducted in July 2021. Findings from the initial 2 samples taken indicated soil concentrations of compounds of concern above the Rhode Island Department of Environmental Management's *Rules and Regulations for the Investigation and Remediation (Remediation Regulations)* Residential Direct Exposure Criteria (R-DEC). The Rhode Island Department of Environmental Management - Office of Land Revitalization and Sustainable Materials Management (RIDEM-OLRSMM) issued a *Letter of Responsibility* (LOR) dated August 20, 2021. The LOR has been included in **Appendix A**.

After additional negotiations with RIDEM, the Dig and Haul policy was authorized. Therefore, a

second round of sampling was completed at the playground limits. This investigation included 17 grab samples and 2 composite samples taken in February 2022. The results of this investigation are summarized in correspondence dated April 8, 2022 and submitted to RIDEM. (See **Appendix B**)

This Construction Soil Management Plan and associated documents will be submitted to the RIDEM for comment. The associated documents include contract drawings detailing the scope of work and specifications for the related work. The remedial scope requested will include the excavation necessary to install playground and associated structures below the proposed structure asphalt paved surfaces and the off-site disposal of excess excavated non-compliant soils. There are areas of known and suspect soil impacts at the site itself which will necessitate monitoring during construction, management and/or disposal.

The preferred remedial alternative will be implementing the Dig and Haul Policy per RIDEM. The Dig and Haul Policy includes the following measures:

- i. Disposal of excess soils regulated under the Remediation Regulations.
- ii. Implementation of a Contractor prepared Soil Management Plan (CSMP) to manage contaminated media that may be encountered during planned construction activities, consistent with this CSMP. Air monitoring and dust suppression techniques will be employed (if needed) during the construction process to reduce potential airborne emission of Site contaminants.
- iii. Construction of Soil Cap consisting of playground construction, pavement, and general landscaping

Contract plans prepared for the construction of this new playground meet the Cap Design Requirements of the *Remediation Regulations*. The Cap will consist of a one of the following: total of 1 feet of combined concrete retaining wall; clean soil fill, rubber playground floor, and a geofabric membrane on which the playground will be built upon; or 4 inches of pavement with an additional 8 inches of clean soil fill. The details are provided on the attached project plan set.

3.0 Site Management

3.1 Soil Management

The additional grab soil sampling analyses from February 2022 are summarized in the Asa Messer Playground *Soil Sampling Summary Letter*, dated April 8, 2022 prepared by GRA and submitted to RIDEM.

Soil samples were obtained via Geoprobe at each of the proposed locations on February 21, 2022. Soil samples were taken at depths ranging from 2 to 6 feet below grade. Visual characterization of the soils was performed. Select soil samples were field screened for volatile organic compounds (VOCs) using a photoionization detector and standard jar headspace techniques. Field screening revealed no detectable readings for any of the selected soil samples. The plan was designed to obtain soil samples from the limits of the future excavation associated with the construction of the playground. In accordance with the RIDEM Dig & Haul Policy, the Soil Sampling Plan included sidewall samples obtained every 25 feet and base

samples from every 625 square feet. A total of 17 soil samples were obtained. The samples were obtained from an elevation of approximately 69 feet, which correlates with one foot below the design base elevation of the future playground. These samples were submitted for polycyclic aromatic hydrocarbons (PAHs) levels using EPA Method 8270. Of the seventeen samples submitted, 11 were below RIDEM R-DEC level; 4 were above R-DEC and 2 were above I/C-DEC for benzo(a)pyrene.

Composite soil samples obtained from the future excavated site were submitted for laboratory analysis for Total Petroleum Hydrocarbons (TPH) using EPA Method 8100, semi-volatile organic compounds (SVOCs) using EPA Method 8270, RCRA 8 Total Metals, polychlorinated hydrocarbons (PCBs) using EPA Method 8080, pH, water content, and free liquids. The laboratory analysis protocol was intended to comply with the Rhode Island Resource Recovery Corporations (RIRRC) Alternate Cover Policy Testing Requirements for general contaminated soils. In addition, 2 grab soil samples were submitted for volatile organic compound (VOCs) analysis.

The April 8, 2022 submittal to the RIDEM has been attached as **Appendix B**.

The risk of direct exposure to non-compliant soils is the primary concern during the proposed construction activities. Individuals engaged in construction activities at the site may be exposed through incidental inhalation, dermal contact, or inhalation of vapors or entrained soil particles if proper precautions are not taken. The following soil management related procedures will be followed during construction:

- i. The Contractor will be required to submit a Site-Specific Health and Safety Plan (HASP) prepared by a Certified Industrial Hygienist (CIH) to the City of Providence prior to beginning construction activities
- ii. The Contractor shall be responsible for sampling all imported soils prior to their delivery to the site. The Contractor shall submit a written Imported Soil Material Compliance Report prepared by a Rhode Island professional engineer that includes the imported soil laboratory analytical data certifying that the imported soils are compliant with the RIDEM Remediation Regulations residential direct exposure criteria. (R-DEC). Imported soils cannot be received at the excavation area of the project site until the City of Providence has reviewed and approved the Imported Soil Material Compliance Report. Imported soils shall be sampled once for every 2,500 yards per borrow source and materials.
- iii. The Contractor shall be responsible for providing a list of proposed solid and contaminated soil disposal to the City of Providence for approval prior to beginning construction activities. The City of Providence's prior approval of all waste disposal facilities proposed for use by the Contractor is included in the Contract Document requirements. We provide two options below in the CAP design section.
- iv. The Contractor shall be responsible for all applications, laboratory analytical, fees, and any other disposal facility requirements required to obtain approval for waste disposal. The Contractor shall obtain disposal facility approval for waste disposal as specified in the Contract Documents.
- v. The Contractor will be required to implement measures to restrict unauthorized access to the project area during construction.
- vi. The Contractor shall be responsible for certifying that all site workers have adequate health

- and safety training to perform their work duties at the site.
- vii. The Contractor shall be responsible for monitoring the site construction activities to confirm that the site workers are complying with the HASP requirements.
 - viii. All soils and solid wastes excavated and not reused on site as part of the project activities will be disposed of off-site in accordance with the Contract Documents. Excavated material shall be screened to remove the solid waste prior to offsite disposal.
 - ix. The Contractor shall be responsible for implementing dust suppression (i.e., watering, etc.) techniques at all times when soils are exposed. This includes, but is not limited to periods when earthwork, excavation, and filling are taking place.
 - x. Excavated soil shall either be live-loaded and disposed off-site or stockpiled on-site. All excavated non-compliant soil stockpiles shall be placed on polysheeting and covered with same.
 - xi. The Contractor shall be responsible for covering the soil stockpiles at the end of each work day and for maintaining the soil stockpile cover during non-working hours.
 - xii. Imported soils must be sampled prior to their delivery to the site. Soils must be analyzed in accordance the Table below. A written Imported Soil Material Compliance Report prepared by a Rhode Island professional engineer that includes the imported soil laboratory analytical data certifying that the imported soils are compliant with the RIDEM *Remediation Regulations* residential direct exposure criteria. (R-DEC) will be prepared. Imported soils cannot be received at the project sites until the City of Providence or their representative has reviewed and approved the Imported Soil Material Compliance Report. This testing requirement does not apply to stone, crushed stone, and or pavement.

Imported Fill Testing Requirement		
Constituent	Test Method	Minimum Detection Level
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC and
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC and GB Leachability
Semi-VOCs	EPA Method 8270C	Below RIDEM Method 1 R-DEC
Chlordane, Dieldrin	EPA Method 8081B	Below RIDEM Method 1 R-DEC
EPA Priority Pollutant Metals ¹	EPA Methods 6010 and 7471A	Below RIDEM Method 1 R-DEC
PCBs	EPA Method 8082	Below RIDEM Method 1 R-DEC

¹ – Metals as required by RIDEM Remediation Regulations Section 1.9(C) (2)

3.2 Disposal

- i. One disposal facility evaluated for this project was the Rhode Island Resource Recovery Corporation (RIRRC) Central Landfill facility. The RIRRC requires one soil sample per 1,000 tons of general contaminated soil disposal at its Central landfill facility. The Contractor will be responsible for obtaining approval for general contaminated soil disposal at the RIRRC's Central landfill facility or at an alternate facility licensed to accept the material for disposal. The Contractor shall be responsible for all applications, laboratory analytical, fees, and any other disposal facility requirements required to obtain

approval for waste disposal. The Contractor shall obtain disposal facility approval for waste disposal as specified in the Contract Documents. Alternate disposal facilities are allowed in accordance with the above referenced notification.

- ii A second disposal facility evaluated for this project was the Dudley Reclamation project in Dudley, Massachusetts. This location requires one soil sample per 1,000 tons of general contaminated soil disposal at its facility. The Contractor will be responsible for obtaining approval for general contaminated soil disposal at the facility or at an alternate facility licensed to accept the material for disposal. The Contractor shall be responsible for all applications, laboratory analytical, fees, and any other disposal facility requirements required to obtain approval for waste disposal. The Contractor shall obtain disposal facility approval for waste disposal as specified in the Contract Documents. Preliminary analytical reports obtained are available for classification.

3.3 RIDEM Approval

The approval for the Dig and Haul Policy can be found in **Appendix C**

3.4 Groundwater Management

Dewatering is not expected to be required for the completion of this project.

4.0 Construction Specifications

Copies of the Project Specification sections that are related to the soil and groundwater management requirements summarized in this document can be found in **Appendix D**.

FIGURES

PLANS

APPENDIX A

RIDEM Letter of Responsibility

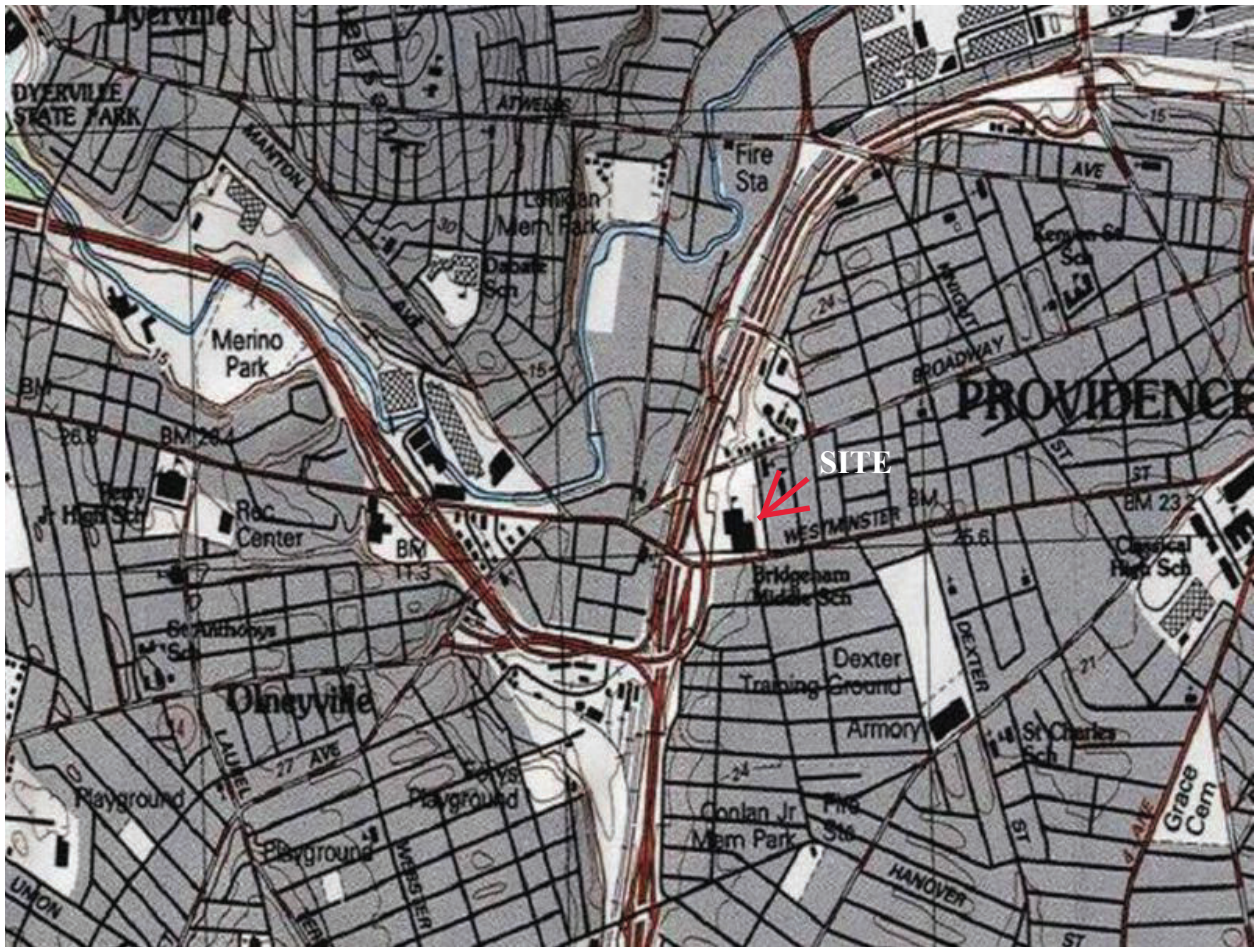


Figure 1 – Site Locus Plan
Asa Messer Elementary School
1665 Westminster Street
Providence, RI



Gordon R. Archibald, Inc.
Civil and Environmental Engineers

PLANS

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CITY OF PROVIDENCE

OUTDOOR CLASSROOM/ PLAY AREA

ASA MESSER

1655 WESTMINSTER ST, PROVIDENCE, RI 02909

SHEET INDEX

NUMBER	DRAWING NAME
GENERAL	
G-000	COVER SHEET
ARCHITECTURE	
AD101	SITE DEMOLITION
A-101	SITE PLAN
A-102	DIMENSION PLAN
A-300	WALL SECTIONS

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 273 FRONT STREET, P.O. BOX 24
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CONSULTANT

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ARCHITECT / ENGINEER SEAL

CITY OF PROVIDENCE

ASA MESSER
 OUTDOOR CLASSROOM/ PLAY AREA
 1655 WESTMINSTER ST, PROVIDENCE, RI 02909

PROJECT

REVISIONS		
MARK	DESCRIPTION	DATE

SHEET TITLE

COVER SHEET

CONSTRUCTION DOCUMENTS

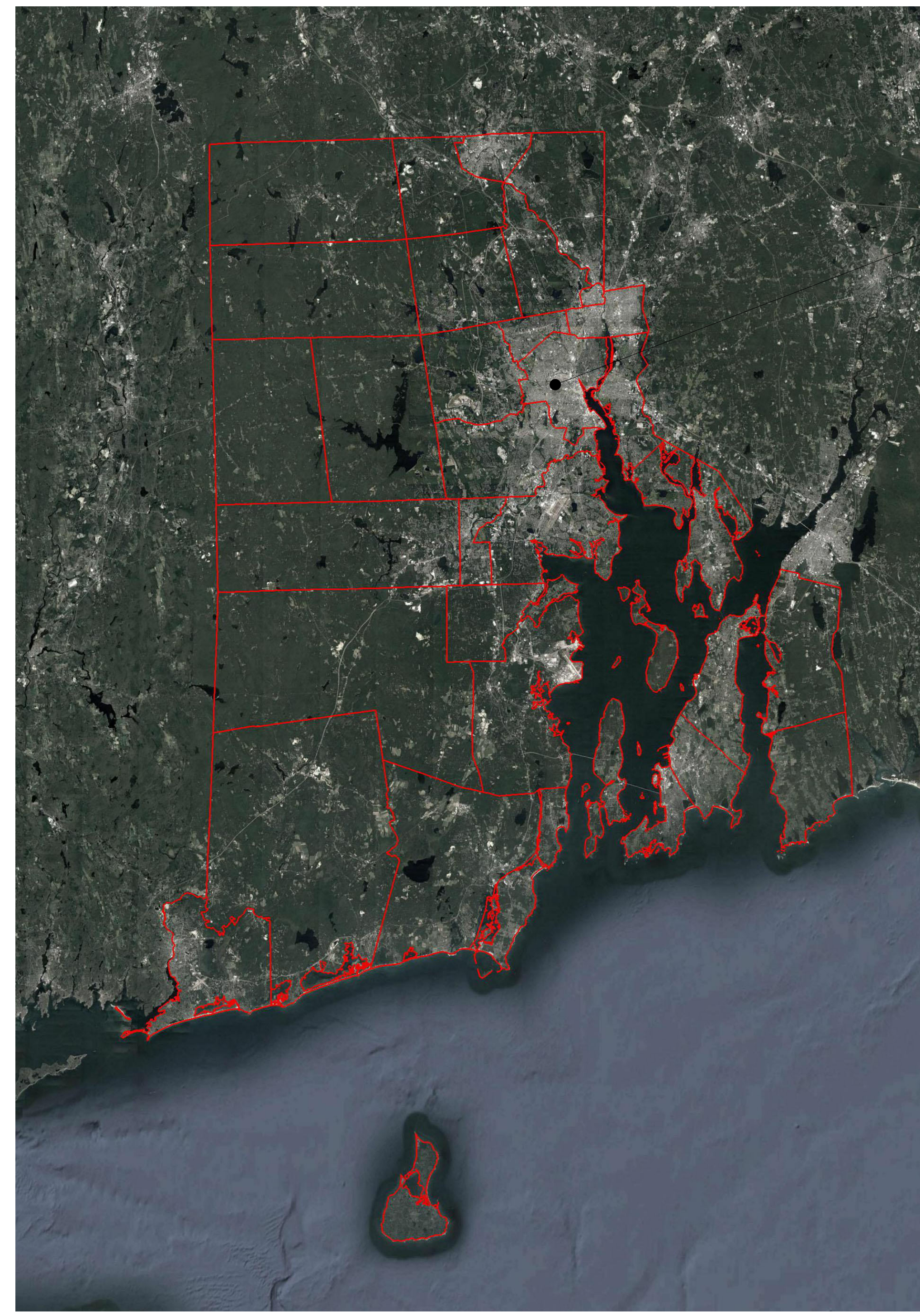
JUNE 10, 2022

DRAWN	CHK'D	PROJECT NO.
BMS	PRC	19055

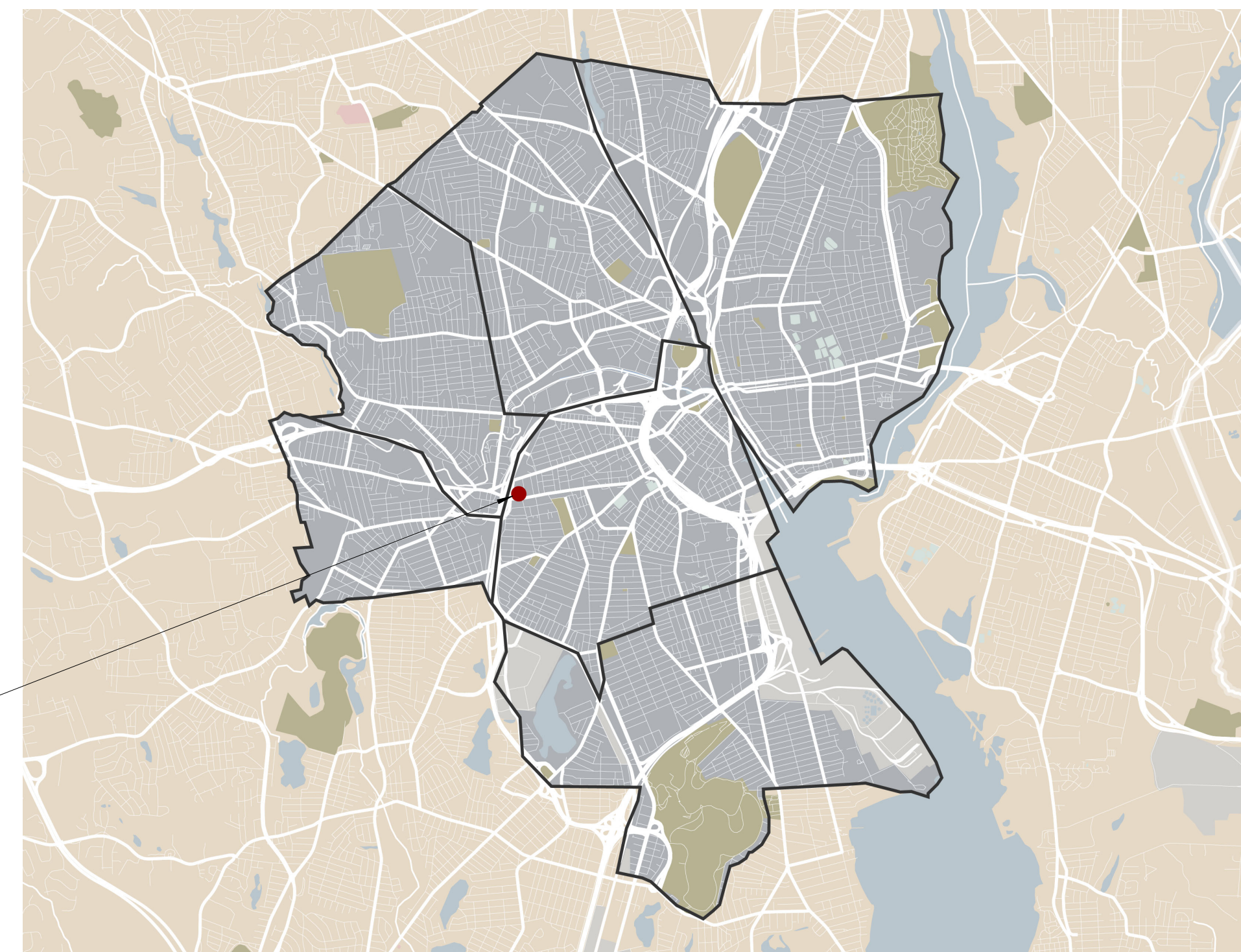
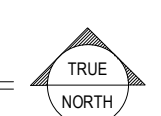
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G-000

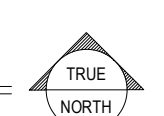
PROJECT LOCATION MAPS



LOCATION MAP



AREA MAP

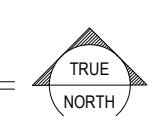


ASA MESSER ELEMENTARY SCHOOL

ASA MESSER ELEMENTARY SCHOOL

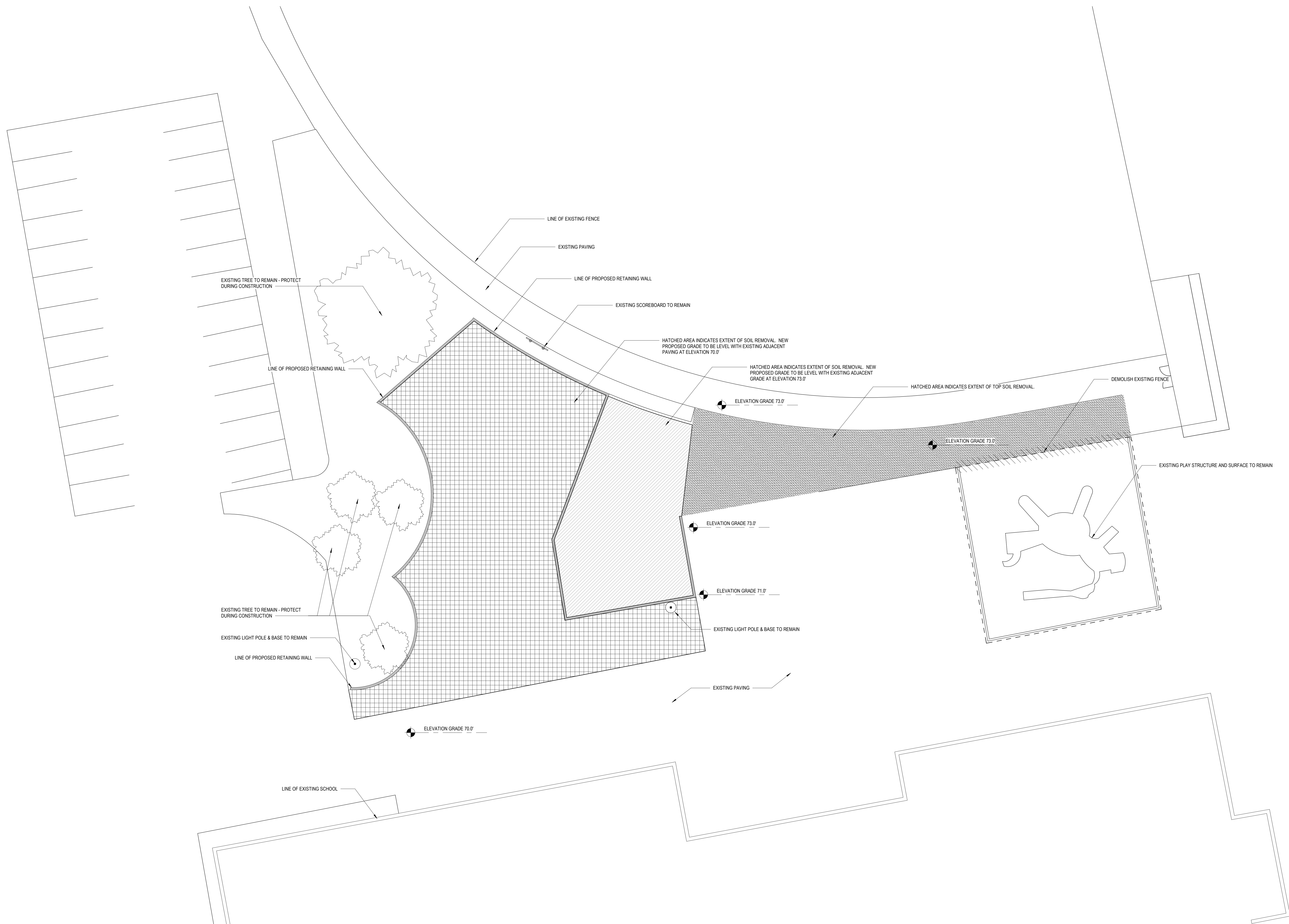


SITE MAP



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1 SITE DEMOLITION PLAN
SCALE: 3/32" = 1'-0"

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CITY OF PROVIDENCE
ASA MESSER
OUTDOOR CLASSROOM PLAY AREA
165 WESTMINSTER ST., PROVIDENCE, RI 02909

PROJECT

REVISIONS		
Mark	Date	Description

SHEET TITLE

SITE DEMOLITION

CONSTRUCTION DOCUMENTS

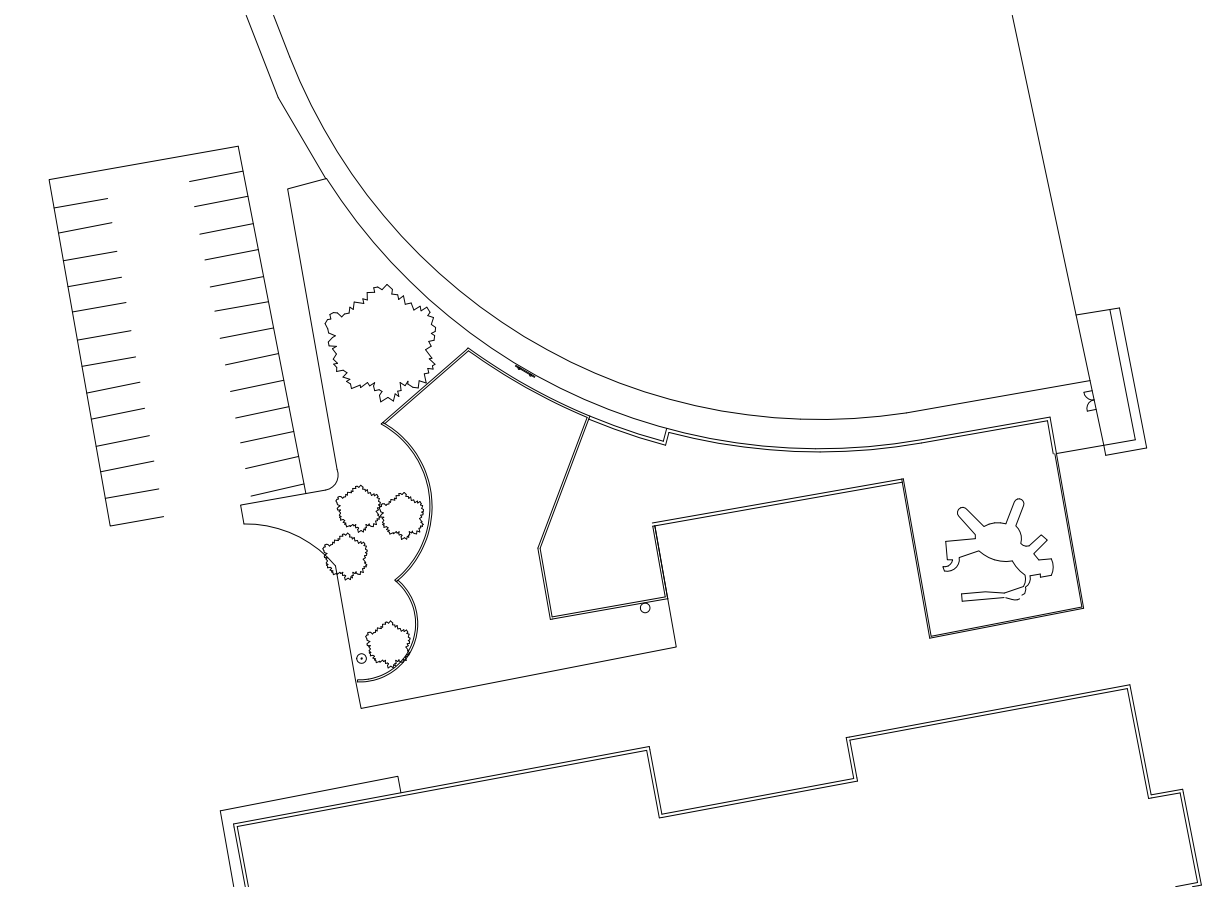
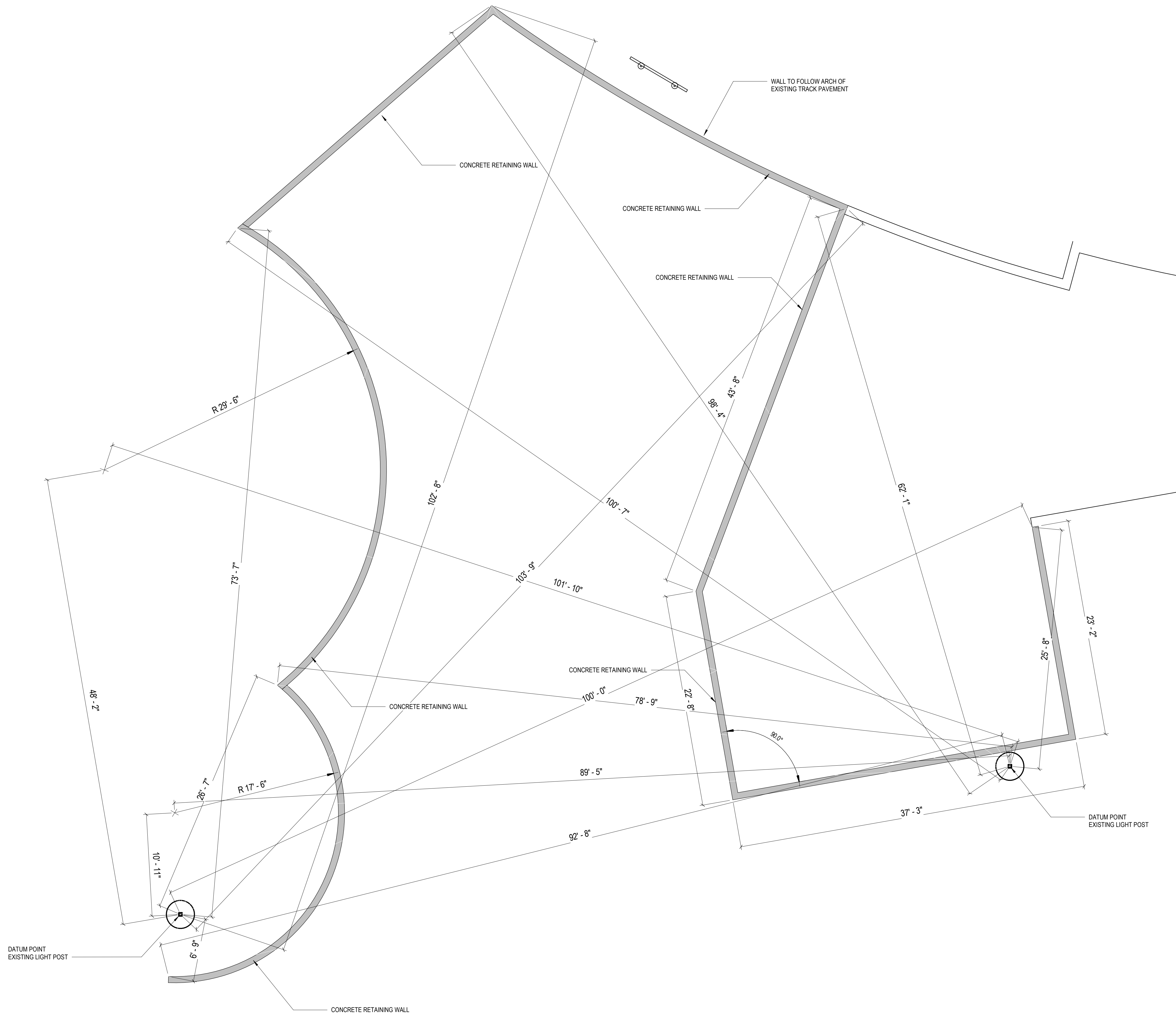
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DRAWN	CHK'D	PROJECT NO.
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SHEET NO.
AD101

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6/10/2022 8:57 AM



1 DIMENSION PLAN
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OUTDOOR CLASSROOM/PLAY AREA
1658 WESTMINSTER ST., PROVIDENCE, RI 02909

PROJECT

REVISIONS		
Mark	Date	Description

SHEET TITLE

DIMENSION PLAN

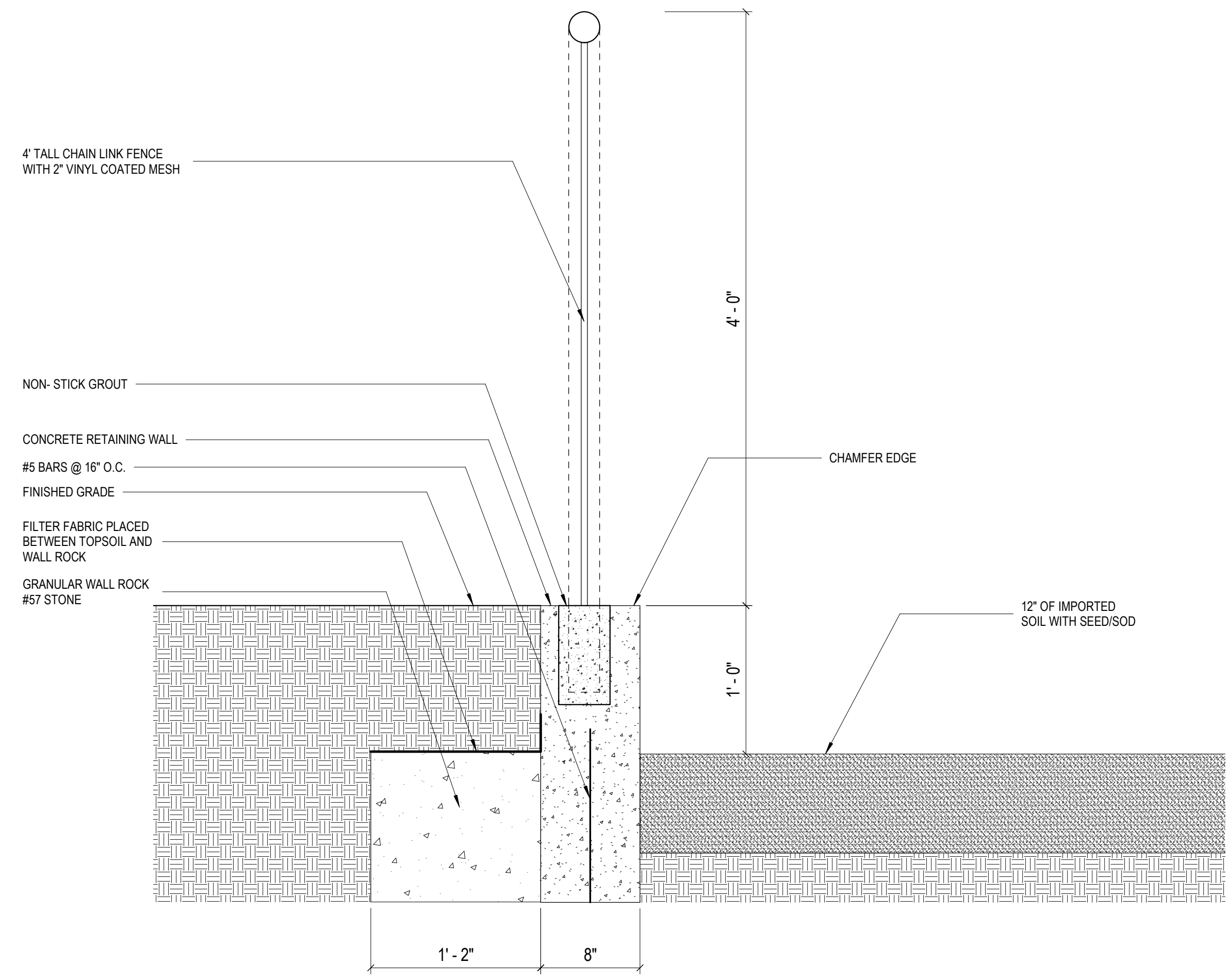
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JUNE 10, 2022

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BMS	PC	19055

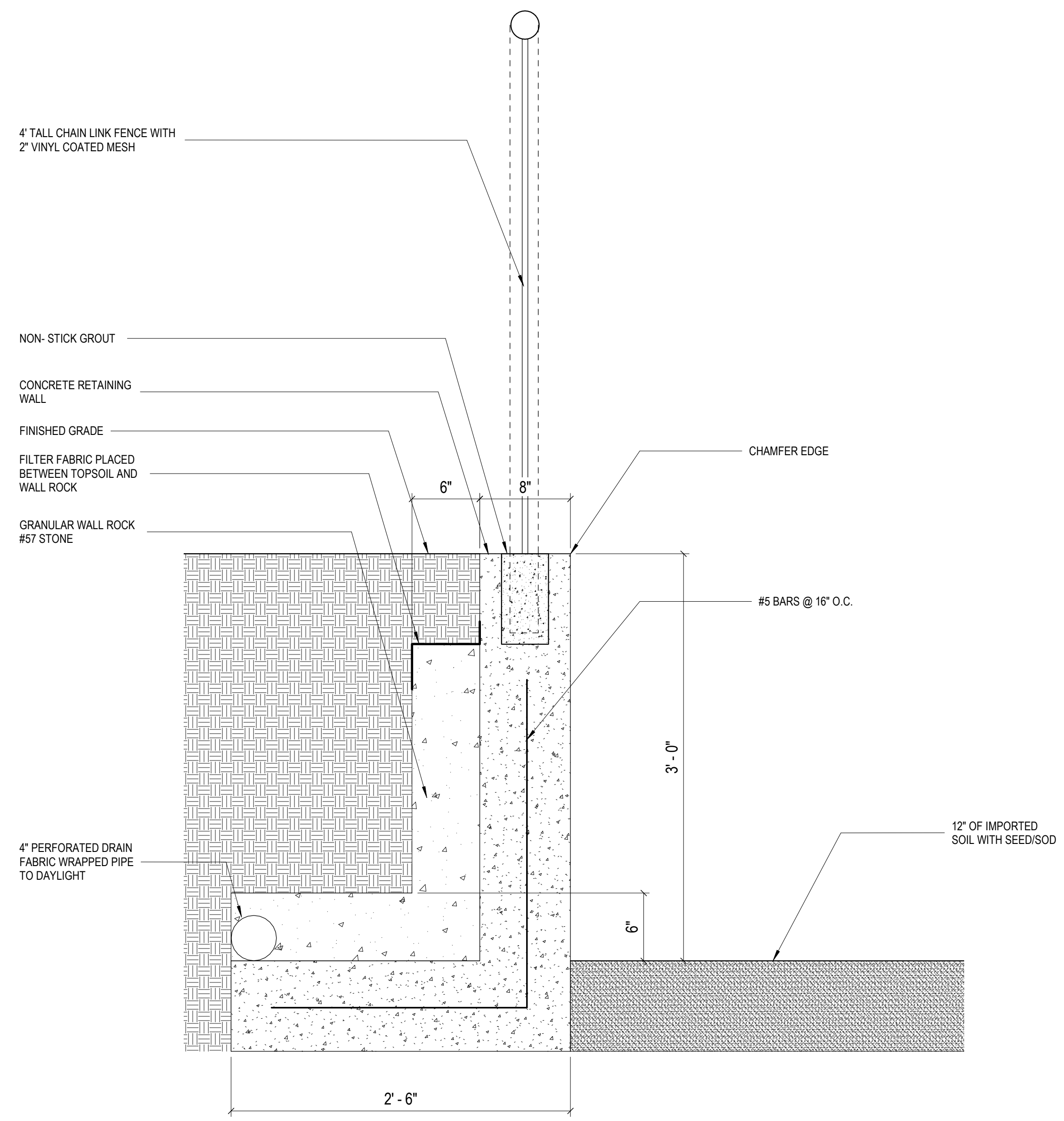
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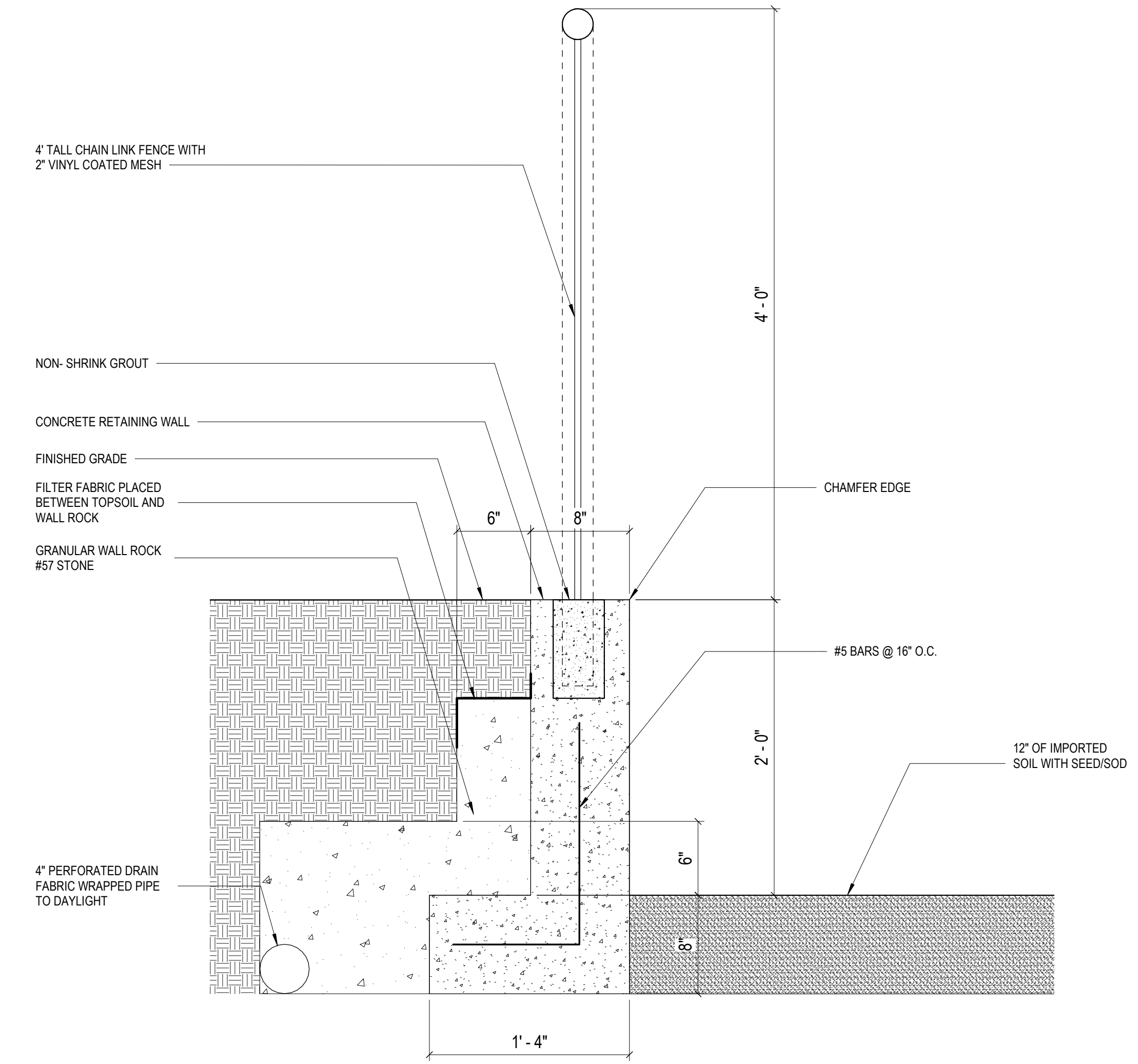
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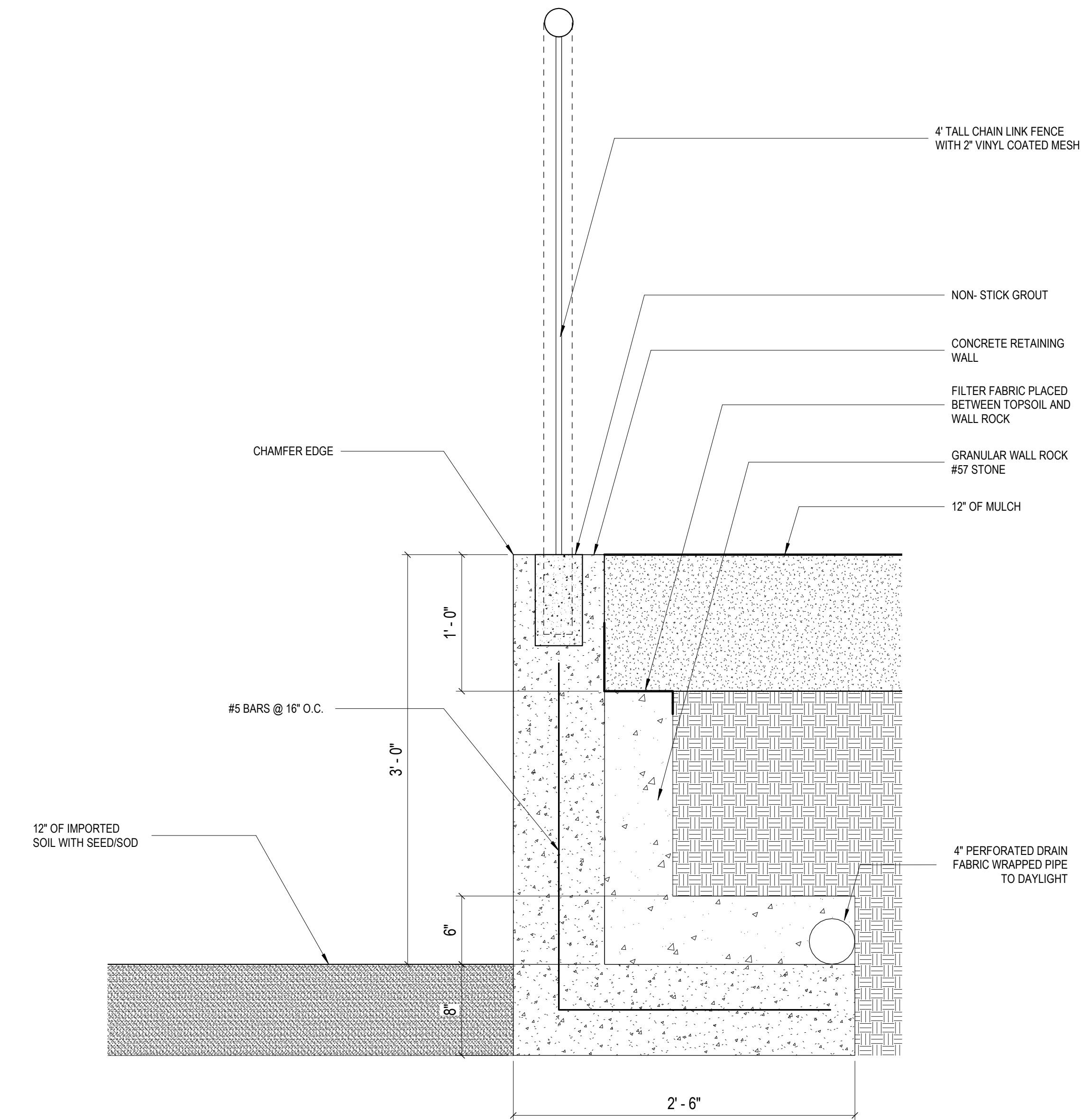
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3 RETAINING WALL SECTION 3
SCALE: 1 1/2" = 1'-0"



2 RETAINING WALL SECTION 2
SCALE: 1 1/2" = 1'-0"



4 RETAINING WALL SECTION 4
SCALE: 1 1/2" = 1'-0"

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PROJECT

REVISIONS		
Mark	Date	Description

SHEET TITLE

APPENDIX A

RIDEM Letter of Responsibility



RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF LAND REVITALIZATION & SUSTAINABLE MATERIALS MANAGEMENT

235 Promenade Street, Providence, Rhode Island 02908

LETTER OF RESPONSIBILITY

File No. SR-28-2048

August 20, 2021

CERTIFIED MAIL

Demo Roberts, Director of Public Property
City of Providence
25 Dorrance Street
Providence, RI 02903

RE: Asa Messer Elementary School
1655 Westminster Street
Providence, Rhode Island
Plat Map 35 / Lot 91

Dear Mr. Roberts:

Effective April 22, 2020, the Rhode Island Department of Environmental Management's (the Department) Office of Waste Management has changed the office name to the Office of Land Revitalization and Sustainable Materials Management (LRSMM), as reflected in the re-codified 250-RICR-140-30-1, Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the Remediation Regulations). The purpose of these regulations is to create an integrated program requiring reporting, investigation, and remediation of contaminated sites in order to eliminate and/or control threats to human health and the environment in a timely and cost-effective manner. A Letter of Responsibility (LOR) is a preliminary document used by the Department to codify and define the relationship between the Department and a Performing Party.

Please be advised of the following facts:

1. The above referenced property is located at 1655 Westminster Street, Providence, Rhode Island (the Site). The Site is further identified by the City of Providence Tax Assessor's Office as Plat Map 35 / Lot 91.
2. The Department is in receipt of the following document:
 - a. Hazardous Material Release Notification Form, received by the Department on August 6, 2021, and prepared by Gordon R. Archibald, Inc. (GRA).
3. The above referenced document identifies concentrations of semi-volatile organic compounds (SVOCs) in Site soils that exceed the Department's Method 1 Direct Exposure Criteria, as referenced in the Remediation Regulations.

4. Based on the presence and nature of these Hazardous Substances Department concurs that a Release of Hazardous Materials has occurred as defined by Sections 1.4(A)(33), 1.4(A)(34), and 1.4(A)(63) of the Remediation Regulations.
5. The Providence Public Buildings Authority is identified as the current owner of the Site by the City of Providence Tax Assessor's office and as such is a Responsible Party as defined by Section 1.4(A)(70) of the Remediation Regulations.

As a result of the information known and the conditions observed at the site, the Department requests that the Providence Public Building Authority comply with the following:

1. Conduct a Phase I Environmental Site Assessment (ESA) to determine historical activities at this Site and submit to the Department within thirty (30) days from the date of this letter.
2. If necessary, prior to the implementation of any additional site investigation field activities and in accordance with Section 1.8.7(A)(1) of the Remediation Regulations, the Providence Public Building Authority must notify all abutting property owners, tenants, easement holders, and the municipality that an investigation is about to occur. The notice should briefly indicate the purpose of the investigation, the work to be performed, and the approximate scheduled dates of activities. Please submit a draft notification to the Department via E-mail for review and approval prior to distribution. A boilerplate notification to be distributed can be found online at: <http://www.dem.ri.gov/programs/wastemanagement/site-remediation/index.php>.

The Department will require a copy of the public notice letter and a list of all recipients. Failure to comply with the aforementioned items may result in enforcement actions as specified in Rhode Island General Laws 23-19.1-17 and 23-19.1-18.

3. Ensure that the requirements of Rhode Island General Law (RIGL), Title 23, *Health and Safety*, Chapter 23-19.14, *Industrial Property Remediation and Reuse Act*, Section 23-19.14-5, *Environmental Equity and Public Participation*, have been fulfilled. A copy of this section of the RIGL and an outline highlighting the requirements to be performed by the Performing Party under this policy have been attached for your reference. Please note that all materials issued, as part of public notice will be required to be distributed in English and in the predominant language of the area surrounding the Site. Environmental Justice Area public notice requirements and documents to be distributed can be found online at <http://www.dem.ri.gov/programs/wastemanagement/site-remediation/environmental-justice.php>.
4. Ensure that the requirements of Rhode Island General Law (RIGL), Title 23, *Health and Safety*, Chapter 23-19.14, *Industrial Property Remediation and Reuse Act*, Section 23-19.14-5, *Environmental Equity and Public Participation*, have been fulfilled. A copy of this section of the RIGL has been attached for your reference. In accordance with the Industrial Property Remediation and Reuse Act, prior to the establishment of a final scope of investigation for the Site, and after the completion of All Appropriate Inquiries (AAI), hold a public meeting for the purposes of obtaining information about conditions at the Site and the environmental history at the Site that may be useful in establishing the scope

of the investigation and/or establishing the objectives for the environmental clean-up of the Site.

- a. The public meeting shall be held in the City or Town in which the Site is located.
- b. Public notice shall be given of the meeting at least ten (10) business days prior to the meeting.
- c. Following the meeting, the record of the meeting shall be open for a period of not less than ten (10) and not more than twenty (20) business days for the receipt of public comment.
- d. The results of all appropriate inquiries, analysis and the public meeting, including the comment period and responses to all comments received, shall be documented in a written report submitted to the Department.

No work (remediation or construction) shall be permitted at the property until the public meeting and comment period regarding the Site's proposed reuse has closed. The above detailed required public notice, meeting and comment period shall be in addition to any other requirements for public notice and comment relating to the investigation or remedy of the Site and may be part of another meeting pertaining to the Site provided that the minimum standards established by RIGL Section 23-19.14-5 for notice and comment are met.

5. Additionally, if determined to be applicable by the Phase I ESA, ensure that the requirements of RIGL Title 23, *Health and Safety*, Chapter 23-19.14, *Industrial Property Remediation and Reuse Act*, Section 23-19.14-4, *Objectives of Environmental Clean-Up* have been met. A copy of this section of the RIGL has been attached for your reference. The requirements of the Objectives of Environmental Clean-Up statute, include, but are not limited to the following:

- a. Thirty (30) days prior to final selection of the location for construction or leasing the building, the project sponsor must complete the following public notice requirements with ten (10) days prior written notice to the public of each measure:
 - I. Prepare and post on the sponsor's website that:
 - a. Projects project costs;
 - b. Projects the time period required to complete the project; and
 - c. Discusses the rationale for selecting the property.
 - II. Solicit written comments on the abovementioned report for a period of thirty (30) days and conduct a public hearing within that thirty (30) days for public comment; and
 - III. Prepare a second report summarizing and responding to the public comments received and post said second report on the sponsor's website.
- b. The site investigation shall include analysis for the chemicals of potential concern for vapor intrusion. The list of chemicals of potential concern for vapor intrusion is attached for your reference;
- c. Remediate the soils where chemicals of potential concern for vapor intrusion or petroleum exceed the residential direct exposure criteria through the physical removal of said chemicals or petroleum through excavation or in situ treatment; and

- d. Equip the school building with both a passive sub slab ventilation system capable of conversion to an active system and a vapor barrier beneath the school building or incorporated in the concrete slab, all in compliance with an approved Department Remedial Action Work Plan (RAWP) and completed prior to the occupancy of the school;
6. Conduct further investigation of the Site soil and groundwater, if warranted, in accordance with Section 1.8 of the Remediation Regulations.
7. Upon completion of the additional site investigation submit a Site Investigation Report (SIR) in accordance with Section 1.8 of the Remediation Regulations within ninety (90) days from the date of this letter. Given that some limited environmental investigation has already been performed at the Site, you may incorporate portions of the information already gathered and work already performed to address the items covered in Section 1.8. The SIR should include at least two remedial alternatives other than no action/natural attenuation and include future plans for the re-use or redevelopment (if applicable) of the property.
8. Submit an SIR checklist in accordance with Section 1.8.8 of the Remediation Regulations. The SIR checklist was created as a supplemental tool to expedite the review and approval process by cross-referencing the specific sections and pages within the SIR that provide the detailed information that addresses each stated requirement within Section 1.20 of the Remediation Regulations.
9. Upon approval by the Department of the SIR, be prepared to bring the Site into compliance with the Remediation Regulations.

Please be advised that the Providence Public Building Authority, as the Responsible Party, is responsible for the proper investigation and remediation of hazardous substances this site. Also be advised that any remedial alternative that proposes to leave contaminated media on-site at levels which exceed the Department's Residential Direct Exposure Criteria, applicable Leachability Criteria, or applicable Groundwater Criteria will, at a minimum, necessitate the recording of an institutional control in the form of an Environmental Land Usage Restriction (ELUR) on the deed for the site, and will likely require implementation of additional engineered controls to restrict human exposure.

Please notify this office within seven days of the receipt of this letter of your plans to address these items. All correspondences should be sent to the attention of:

Rachel T. Simpson
RIDEM / Office of Land Revitalization and Sustainable Materials Management
235 Promenade Street
Providence, RI 02908

If you have any questions regarding this letter or would like the opportunity to meet with Department personnel, please contact me by telephone at (401) 222-2797 ext. 77105 or by E-mail at Rachel.simpson@dem.ri.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel T. Simpson". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Rachel T. Simpson
Senior Environmental Scientist
Office of Land Revitalization &
Sustainable Materials Management

cc: Kelly J. Owens, RIDEM/LRSMM
Ashley L. Blauvelt, RIDEM/LRSMM
Rick Sullivan, Gordon R. Archibald, Inc.

APPENDIX B

Soil Sampling Summary - April 8, 2022



April 8, 2022

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

Re: Soil Sampling Summary
Asa Messer Elementary School
1655 Westminster Street
Providence, RI

Headquarters
115 GLASTONBURY BLVD
GLASTONBURY CT 06033
860.659.1416

10 CABOT ROAD
SUITE 101B
MEDFORD MA 02155
617.776.3350

6 CHESTNUT ST
SUITE 110
AMESBURY MA 01913
978.388.2157

197 LOUDON RD
SUITE 310
CONCORD NH 03301
603.856.7854

200 MAIN ST
PAWTUCKET RI 02860
401.726.4084

Dear Ms. Simpson:

GRA, a division of GM2, (GRA) has prepared this soil sampling summary on behalf of the City of Providence Department of Planning and Development. GRA completed the soil sampling program pursuant to the future implementation of the Rhode Island Department of Environmental Management (RIDEM) Dig & Haul Policy to address a soil pile at the above referenced site.

Background

The site is the Asa Messer Elementary School in Providence, Rhode Island, which is Pre-K through 4th grade and has an enrollment of approximately 550 students. A soil pile of unknown origin is present on the site located in the rear of the property between the parking lot and the adjacent ball field. A previous investigation completed by GRA identified three polyaromatic hydrocarbons, benzo(a)pyrene, benzo(b)fluoranthene, and chrysene, present in the soil pile at concentrations above the RIDEM *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations)* Residential Direct Exposure Criteria (R-DEC).

The soil pile and surrounding area will be the location of a future playground to be constructed this summer. The removal of the soil pile will be completed as part of the future construction activities. A proposed soil sampling, dated February 16, 2022, was prepared by GRA and submitted to RIDEM. The additional sampling detailed in that plan was completed on February 21, 2022. Results of this investigation is summarized in the following sections.

Investigation Scope of Work

GRA coordinated with the City of Providence's architect for the playground project, StudioJAED, to discuss the playground construction details. Based on the information provided by StudioJAED and the previous investigation results, GRA prepared the previously referenced Soil Sampling Plan. The plan was designed to obtain soil samples from the limits of the future excavation associated with the construction of the playground in the area of the soil pile. In accordance with the RIDEM Dig & Haul Policy, the Soil Sampling Plan included sidewall samples obtained every 25 feet and base

samples from every 625 square feet. A total of 17 soil samples were obtained. The samples were obtained from an elevation of approximately 69 feet, which correlates with one foot below the design base elevation of the future playground.

Soil Sampling Investigation

Soil samples were obtained via Geoprobe at each of the proposed locations on February 21, 2022. Soil samples were taken at depths ranging from 2 to 6 feet below grade. Visual characterization of the soils was performed. Select soil samples were field screened for volatile organic compounds (VOCs) using a photoionization detector and standard jar headspace techniques. Field screening revealed no detectable readings for any of the selected soil samples. Soil sample characterizations and field screening results are listed in **Table 1**. The soil sampling locations are shown on the attached **Figure 1**.

Table 1 – Soil Sample Characterization		
Soil Boring ID	Sample Depth (ft)	Soil Strata
GRA-1	2	Light gray coarse sand
GRA-2	4	Light gray coarse sand
GRA-3	4	Light gray coarse sand
GRA-4	4	Light gray coarse sand
GRA-5	4	Dark brown coarse sand
GRA-6	6	Light gray coarse sand
GRA-7	6	Light gray coarse sand
GRA-8	6	Light gray coarse sand
GRA-9	6	Light gray coarse sand
GRA-10	3	Light gray coarse sand
GRA-11	3	Light gray coarse sand
GRA-12	5	Light brown fine sand
GRA-13	4	Light brown fine sand
GRA-14	3	Light brown fine sand
GRA-15	5	Light brown fine sand
GRA-16	4	Light brown fine sand
GRA-17	4	Light brown fine sand

Retained soil samples were submitted for laboratory analysis to New England Testing Laboratories under chain of custody protocols and analyzed for polyaromatic hydrocarbons (PAHs) via EPA Method 8270.

Soil Analytical Results

Analytical results for soil samples GRA-7, GRA-8, GRA-9, GRA-10, GRA-11, GRA-12, GRA-13, GRA-14, GRA-15, GRA-16, and GRA-17 indicated no PAH concentrations above R-DEC or I/C DEC standards. Soil sample analytical results for samples GRA-1, GRA-2, GRA-3, GRA-4, GRA-5, and GRA-6 indicated concentrations of PAHs above RIDEM *Remediation Regulations* R-DEC. In addition, analytical results from soil samples GRA-3, GRA-4, and GRA-5 exceeded the RIDEM *Remediation Regulations* Industrial/Commercial Direct Exposure Criteria (I/C-DEC) for benzo(a)pyrene. A summary of the detected PAHs is provided below and analytical results have been summarized in the attached **Table 2**.

- GRA 1: benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(g,h,i)perylene, chrysene, indeno(1,2,3-cd)pyrene
- GRA 2: benzo(a)pyrene & chrysene
- GRA 3: benzo(a)anthracene, benzo(a)pyrene*, benzo(b)fluoranthene, benzo(g,h,i)perylene, benzo(k)fluoranthene, chrysene, indeno(1,2,3-cd)pyrene,
- GRA 4: benzo(a)anthracene, benzo(a)pyrene*, benzo(b)fluoranthene, benzo(g,h,i)perylene, chrysene, indeno(1,2,3-cd)pyrene
- GRA 5: benzo(a)anthracene, benzo(a)pyrene*, benzo(b)fluoranthene, benzo(g,h,i)perylene, chrysene, indeno(1,2,3-cd)pyrene
- GRA 6: benzo(a)pyrene & chrysene

* - indicates exceedance of I/C DEC

Summary

The purpose of the investigation was to determine the soil characteristics at the extent of the future excavation for the construction of the playground. Analytical results for eleven of the soil samples (GRA-7 to GRA-17) exhibited no concentrations exceeding the R-DEC. Three soil sample analytical results, GRA-1, GRA-2, and GRA-6, exhibited concentrations for several PAH compounds above R-DEC and below I/C-DEC. Analytical results for soil samples GRA-3, GRA-4 and GRA-5, exhibited benzo(a)pyrene concentrations above I/C-DEC. Analytical reports and Chain of Custody documentation has been included as **Attachment 1**.

The future playground site plan and construction details have been included as **Attachment 2**. Soil samples GRA-1, GRA-2, GRA-3, and GRA-4, are located along the western border of the playground area. As shown on the attached site plan and details, a concrete retaining wall will be installed along the western border. Therefore, remaining soils will be capped by the retaining wall or 1 foot of clean fill over a geofabric membrane. Soil samples, GRA-5 and GRA-6, are located under the playground surface. The playground surface will consist of a rubber play surface over clean fill, with a minimum combined thickness of the rubber and clean fill of 1 foot. A geofabric will also be installed beneath the entire playground footprint.

Pre-classification Sampling

During the investigation, GRA obtained two soil samples for laboratory analysis for the purpose of preclassifying the soil for disposal. The samples were analyzed for RCRA 8 metals, PCBs, total petroleum hydrocarbons, semi-volatile organic compounds, volatile organic compounds, pH, free liquids and flash point. Analytical results have been included in **Attachment 3**.

Remedial Actions

As previously discussed, remediation via the dig and haul policy will be implemented by the contractor during the construction of the playground. It is estimated that approximately 500 cubic yards of soil will be excavated for off-site disposal. The above soil samples represent the limits of this investigation. The excavation will be capped with the future playground, concrete retaining walls, and asphalt parking. Imported soils will be sampled for compliance with RIDEM R-DEC prior to being used on site.

The final design of the playground is being completed and the City of Providence would like to put this out to bid in late April early May for summer construction. GRA is preparing a Construction Soil Management Plan (CSMP) that will provide details to the contractor indicating soil handling requirements. GRA will forward this CSMP to RIDEM for review.

If you have any questions regarding the above sampling or the planned remedial work, please feel free to contact us at 401-726-4084 ext 102.

Sincerely



Richard W. Sullivan
Senior Environmental Engineer

Attachments: Figure 1 – Sample Location Plan
Table 2 – Soil Analytical Results – February 21, 2022
Attachment 1 – Confirmatory Soil Analytical Report
Attachment 2 – Future Playground Site Plans and Details
Attachment 3 - Disposal Characterization Soil Analytical Report

cc: Emily Freedman, City of Providence, Department of Planning and Development
Demo Roberts, City of Providence, Department of Public Property

TABLES

Table 2 Soil Analytical Results
Asa Messer Elementary School
February 21, 2022

Sample ID	GRA-1		GRA-2		GRA-3		GRA-4		RIDEM Regulatory Criteria	
Parameter (Semivolatile Organic Compounds)	Result	RL	Result	RL	Result	RL	Result	RL	R-DEC	I/C-DEC
2-Methylnaphthalene	ND	137	ND	131	203	132	ND	267	123000	1.00E+07
Acenaphthene	ND	137	ND	131	177	132	ND	267	43000	1.00E+07
Acenaphthylene	352	137	ND	131	1200	132	ND	267	23000	1.00E+07
Anthracene	514	137	150	131	1540	132	437	267	35000	1.00E+07
Benzo(a)anthracene	1780	137	553	131	2550	132	1880	267	900	7800
Benzo(a)pyrene	1850	137	575	131	2500	132	1940	267	400	800
Benzo(b)fluoranthene	2220	137	703	131	2910	132	2410	267	900	7800
Benzo(g,h,i)perylene	1440	137	414	131	2110	132	1480	267	800	1.00E+07
Benzo(k)fluoranthene	832	137	254	131	1110	132	875	267	900	78000
Chrysene	1860	133	473	134	ND	133	ND	133	400	780000
Dibenz(a,h)anthracene	333	133	ND	134	ND	133	ND	133	400	800
Dibenzofuran	ND	133	ND	134	ND	133	ND	133		
Fluoranthene	3760	133	979	134	ND	133	ND	133	20000	1.00E+07
Fluorene	ND	133	ND	134	ND	133	ND	133	28000	1.00E+07
Indeno(1,2,3-cd)pyrene	1630	133	397	134	ND	133	ND	133	900	7800
Naphthalene	ND	133	ND	134	ND	133	ND	133	54000	1.00E+07
Phenanthrene	2250	133	617	134	ND	133	ND	133	40000	1.00E+07
Pyrene	4140	133	1120	134	ND	133	ND	133	13000	1.00E+07

Sample ID	GRA-5		GRA-6		GRA-7		GRA-8		RIDEM Regulatory Criteria	
Parameter (Semivolatile Organic Compounds)	Result	RL	Result	RL	Result	RL	Result	RL	R-DEC	I/C-DEC
2-Methylnaphthalene	ND	133	ND	134	ND	133	ND	133	123000	1.00E+07
Acenaphthene	ND	133	ND	134	ND	133	ND	133	43000	1.00E+07
Acenaphthylene	407	133	ND	134	ND	133	ND	133	23000	1.00E+07
Anthracene	524	133	149	134	ND	133	ND	133	35000	1.00E+07
Benzo(a)anthracene	1860	133	499	134	ND	133	ND	133	900	7800
Benzo(a)pyrene	1900	133	508	134	ND	133	ND	133	400	800
Benzo(b)fluoranthene	2420	133	606	134	ND	133	ND	133	900	7800
Benzo(g,h,i)perylene	1600	133	413	134	ND	133	ND	133	800	1.00E+07
Benzo(k)fluoranthene	900	133	226	134	ND	133	ND	133	900	78000
Chrysene	1860	133	473	134	ND	133	ND	133	400	780000
Dibenz(a,h)anthracene	333	133	ND	134	ND	133	ND	133	400	800
Dibenzofuran	ND	133	ND	134	ND	133	ND	133		
Fluoranthene	3760	133	979	134	ND	133	ND	133	20000	1.00E+07
Fluorene	ND	133	ND	134	ND	133	ND	133	28000	1.00E+07
Indeno(1,2,3-cd)pyrene	1630	133	397	134	ND	133	ND	133	900	7800
Naphthalene	ND	133	ND	134	ND	133	ND	133	54000	1.00E+07
Phenanthrene	2250	133	617	134	ND	133	ND	133	40000	1.00E+07
Pyrene	4140	133	1120	134	ND	133	ND	133	13000	1.00E+07

Table 2 Soil Analytical Results
Asa Messer Elementary School
February 21, 2022

Sample ID	GRA-9		GRA-10		GRA-11		GRA-12		RIDEM Regulatory Criteria	
Parameter (Semivolatile Organic Compounds)	Result	RL	Result	RL	Result	RL	Result	RL	R-DEC	I/C-DEC
2-Methylnaphthalene	ND	136	ND	134	ND	134	ND	134	123000	1.00E+07
Acenaphthene	ND	136	ND	134	ND	134	ND	134	43000	1.00E+07
Acenaphthylene	ND	136	ND	134	ND	134	ND	134	23000	1.00E+07
Anthracene	ND	136	ND	134	ND	134	ND	134	35000	1.00E+07
Benzo(a)anthracene	ND	136	ND	134	ND	134	ND	134	900	7800
Benzo(a)pyrene	ND	136	ND	134	ND	134	ND	134	400	800
Benzo(b)fluoranthene	ND	136	ND	134	ND	134	ND	134	900	7800
Benzo(g,h,i)perylene	ND	136	ND	134	ND	134	ND	134	800	1.00E+07
Benzo(k)fluoranthene	ND	136	ND	134	ND	134	ND	134	900	78000
Chrysene	ND	136	ND	134	ND	134	ND	134	400	780000
Dibenz(a,h)anthracene	ND	136	ND	134	ND	134	ND	134	400	800
Dibenzofuran	ND	136	ND	134	ND	134	ND	134		
Fluoranthene	ND	136	ND	134	ND	134	ND	134	20000	1.00E+07
Fluorene	ND	136	ND	134	ND	134	ND	134	28000	1.00E+07
Indeno(1,2,3-cd)pyrene	ND	136	ND	134	ND	134	ND	134	900	7800
Naphthalene	ND	136	ND	134	ND	134	ND	134	54000	1.00E+07
Phenanthrene	ND	136	ND	134	ND	134	ND	134	40000	1.00E+07
Pyrene	ND	136	ND	134	ND	134	ND	134	13000	1.00E+07
Sample ID	GRA-13		GRA-14		GRA-15		GRA-16		RIDEM Regulatory Criteria	
Parameter (Semivolatile Organic Compounds)	Result	RL	Result	RL	Result	RL	Result	RL	R-DEC	I/C-DEC
2-Methylnaphthalene	ND	135	ND	135	ND	134	ND	134	123000	1.00E+07
Acenaphthene	ND	135	ND	135	ND	134	ND	134	43000	1.00E+07
Acenaphthylene	ND	135	ND	135	ND	134	ND	134	23000	1.00E+07
Anthracene	ND	135	ND	135	ND	134	ND	134	35000	1.00E+07
Benzo(a)anthracene	ND	135	ND	135	ND	134	ND	134	900	7800
Benzo(a)pyrene	ND	135	ND	135	ND	134	ND	134	400	800
Benzo(b)fluoranthene	ND	135	ND	135	ND	134	ND	134	900	7800
Benzo(g,h,i)perylene	ND	135	ND	135	ND	134	ND	134	800	1.00E+07
Benzo(k)fluoranthene	ND	135	ND	135	ND	134	ND	134	900	78000
Chrysene	ND	135	ND	135	ND	134	ND	134	400	780000
Dibenz(a,h)anthracene	ND	135	ND	135	ND	134	ND	134	400	800
Dibenzofuran	ND	135	ND	135	ND	134	ND	134		
Fluoranthene	ND	135	ND	135	ND	134	ND	134	20000	1.00E+07
Fluorene	ND	135	ND	135	ND	134	ND	134	28000	1.00E+07
Indeno(1,2,3-cd)pyrene	ND	135	ND	135	ND	134	ND	134	900	7800
Naphthalene	ND	135	ND	135	ND	134	ND	134	54000	1.00E+07
Phenanthrene	ND	135	ND	135	ND	134	ND	134	40000	1.00E+07
Pyrene	ND	135	ND	135	ND	134	ND	134	13000	1.00E+07




Table 2 Soil Analytical Results
 Asa Messer Elementary School
 February 21, 2022

Sample ID	GRA-17		RIDEM Regulatory Criteria	
	Result	RL	R-DEC	I/C-DEC
2-Methylnaphthalene	ND	135	123000	1.00E+07
Acenaphthene	ND	135	43000	1.00E+07
Acenaphthylene	ND	135	23000	1.00E+07
Anthracene	ND	135	35000	1.00E+07
Benzo(a)anthracene	ND	135	900	7800
Benzo(a)pyrene	ND	135	400	800
Benzo(b)fluoranthene	ND	135	900	7800
Benzo(g,h,i)perylene	ND	135	800	1.00E+07
Benzo(k)fluoranthene	ND	135	900	78000
Chrysene	ND	135	400	780000
Dibenz(a,h)anthracene	ND	135	400	800
Dibenzofuran	ND	135		
Fluoranthene	199	135	20000	1.00E+07
Fluorene	ND	135	28000	1.00E+07
Indeno(1,2,3-cd)pyrene	ND	135	900	7800
Naphthalene	ND	135	54000	1.00E+07
Phenanthrene	153	135	40000	1.00E+07
Pyrene	207	135	13000	1.00E+07

FIGURES

F:\FILES\CAD\2035\Project Plans\Asa Messer Playground Sample Locations.dwg, 3/4/2022 12:42:22 PM, Adobe PDF
F:\FILES\CAD\2035\PROJECT PLANS\ASA_MESSER_PLAYGROUND_SAMPLE_LOCATIONS



- APPROXIMATE SOIL PILE EXTENTS ---
- PROPOSED PLAYGROUND LIMITS 
- PROPOSED PARKING AREA 
- SOIL SAMPLE LOCATION 



NOTES / REFERENCES

1. REFERENCE IS MADE TO THE FOLLOWING PLANS OF RECORD;
PLAN ENTITLED "ASA MESSER OUTDOOR CLASSROOM PLAY AREA 1655 WESTMINSTER ST, PROVIDENCE, RI, 02909" STUDIO JAED PROVIDENCE OFFICE 42 WEYBOSSET STREET, STE. 403 PROVIDENCE RHODE ISLAND 02903

**ASA MESSER PLAYGROUND
SAMPLING LOCATIONS
CITY OF PROVIDENCE**

FEBRUARY, 2022 SCALE: 1"=20'



ATTACHMENT 1
Confirmatory Soil Analytical Report



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

REPORT OF ANALYTICAL RESULTS

NETLAB Work Order Number: 2B21008
Client Project: 2035 - Providence

Report Date: 02-March-2022

Prepared for:

Rick Sullivan
Gordon R. Archibald, Inc.
200 Main Street
Pawtucket, RI 02860

Richard Warila, Laboratory Director
New England Testing Laboratory, Inc.
59 Greenhill Street
West Warwick, RI 02893
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Samples Submitted :

The samples listed below were submitted to New England Testing Laboratory on 02/21/22. The group of samples appearing in this report was assigned an internal identification number (case number) for laboratory information management purposes. The client's designations for the individual samples, along with our case numbers, are used to identify the samples in this report. This report of analytical results pertains only to the sample(s) provided to us by the client which are indicated on the custody record. The case number for this sample submission is 2B21008. Custody records are included in this report.

Lab ID	Sample	Matrix	Date Sampled	Date Received
2B21008-01	GRA-1	Soil	02/21/2022	02/21/2022
2B21008-02	GRA-2	Soil	02/21/2022	02/21/2022
2B21008-03	GRA-3	Soil	02/21/2022	02/21/2022
2B21008-04	GRA-4	Soil	02/21/2022	02/21/2022
2B21008-05	GRA-5	Soil	02/21/2022	02/21/2022
2B21008-06	GRA-6	Soil	02/21/2022	02/21/2022
2B21008-07	GRA-7	Soil	02/21/2022	02/21/2022
2B21008-08	GRA-8	Soil	02/21/2022	02/21/2022
2B21008-09	GRA-9	Soil	02/21/2022	02/21/2022
2B21008-10	GRA-10	Soil	02/21/2022	02/21/2022
2B21008-11	GRA-11	Soil	02/21/2022	02/21/2022
2B21008-12	GRA-12	Soil	02/21/2022	02/21/2022
2B21008-13	GRA-13	Soil	02/21/2022	02/21/2022
2B21008-14	GRA-14	Soil	02/21/2022	02/21/2022
2B21008-15	GRA-15	Soil	02/21/2022	02/21/2022
2B21008-16	GRA-16	Soil	02/21/2022	02/21/2022
2B21008-17	GRA-17	Soil	02/21/2022	02/21/2022

Request for Analysis

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

GRA-1 (Lab Number: 2B21008-01)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-10 (Lab Number: 2B21008-10)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-11 (Lab Number: 2B21008-11)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-12 (Lab Number: 2B21008-12)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-13 (Lab Number: 2B21008-13)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-14 (Lab Number: 2B21008-14)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-15 (Lab Number: 2B21008-15)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-16 (Lab Number: 2B21008-16)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-17 (Lab Number: 2B21008-17)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-2 (Lab Number: 2B21008-02)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-3 (Lab Number: 2B21008-03)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-4 (Lab Number: 2B21008-04)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

Request for Analysis (continued)

GRA-5 (Lab Number: 2B21008-05)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-6 (Lab Number: 2B21008-06)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-7 (Lab Number: 2B21008-07)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-8 (Lab Number: 2B21008-08)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

GRA-9 (Lab Number: 2B21008-09)

Analysis

Polynuclear Aromatic Hydrocarbons

Method

EPA 8270D

Method References

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

Case Narrative

Sample Receipt:

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

Exceptions: None

Analysis:

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

Exceptions: None

Results: Semivolatile organic compounds

Sample: GRA-1

Lab Number: 2B21008-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		137	ug/kg	02/26/22	02/28/22
Acenaphthene	ND		137	ug/kg	02/26/22	02/28/22
Acenaphthylene	352		137	ug/kg	02/26/22	02/28/22
Anthracene	514		137	ug/kg	02/26/22	02/28/22
Benzo(a)anthracene	1780		137	ug/kg	02/26/22	02/28/22
Benzo(a)pyrene	1850		137	ug/kg	02/26/22	02/28/22
Benzo(b)fluoranthene	2220		137	ug/kg	02/26/22	02/28/22
Benzo(g,h,i)perylene	1440		137	ug/kg	02/26/22	02/28/22
Benzo(k)fluoranthene	832		137	ug/kg	02/26/22	02/28/22
Chrysene	1700		137	ug/kg	02/26/22	02/28/22
Dibenz(a,h)anthracene	340		137	ug/kg	02/26/22	02/28/22
Dibenzofuran	ND		137	ug/kg	02/26/22	02/28/22
Fluoranthene	3260		137	ug/kg	02/26/22	02/28/22
Fluorene	ND		137	ug/kg	02/26/22	02/28/22
Indeno(1,2,3-cd)pyrene	1510		137	ug/kg	02/26/22	02/28/22
Naphthalene	ND		137	ug/kg	02/26/22	02/28/22
Phenanthrene	1980		137	ug/kg	02/26/22	02/28/22
Pyrene	3750		137	ug/kg	02/26/22	02/28/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	62.3%		30-126		02/26/22	02/28/22
<i>p-Terphenyl-d14</i>	100%		47-130		02/26/22	02/28/22
<i>2-Fluorobiphenyl</i>	73.4%		34-130		02/26/22	02/28/22

Results: Semivolatile organic compounds

Sample: GRA-2

Lab Number: 2B21008-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		131	ug/kg	02/26/22	02/28/22
Acenaphthene	ND		131	ug/kg	02/26/22	02/28/22
Acenaphthylene	ND		131	ug/kg	02/26/22	02/28/22
Anthracene	150		131	ug/kg	02/26/22	02/28/22
Benzo(a)anthracene	553		131	ug/kg	02/26/22	02/28/22
Benzo(a)pyrene	575		131	ug/kg	02/26/22	02/28/22
Benzo(b)fluoranthene	703		131	ug/kg	02/26/22	02/28/22
Benzo(g,h,i)perylene	414		131	ug/kg	02/26/22	02/28/22
Benzo(k)fluoranthene	254		131	ug/kg	02/26/22	02/28/22
Chrysene	523		131	ug/kg	02/26/22	02/28/22
Dibenz(a,h)anthracene	ND		131	ug/kg	02/26/22	02/28/22
Dibenzofuran	ND		131	ug/kg	02/26/22	02/28/22
Fluoranthene	1120		131	ug/kg	02/26/22	02/28/22
Fluorene	ND		131	ug/kg	02/26/22	02/28/22
Indeno(1,2,3-cd)pyrene	421		131	ug/kg	02/26/22	02/28/22
Naphthalene	ND		131	ug/kg	02/26/22	02/28/22
Phenanthrene	612		131	ug/kg	02/26/22	02/28/22
Pyrene	1110		131	ug/kg	02/26/22	02/28/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	78.1%		30-126		02/26/22	02/28/22
<i>p-Terphenyl-d14</i>	101%		47-130		02/26/22	02/28/22
<i>2-Fluorobiphenyl</i>	80.4%		34-130		02/26/22	02/28/22

Results: Semivolatile organic compounds

Sample: GRA-3

Lab Number: 2B21008-03 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	203		132	ug/kg	02/26/22	02/28/22
Acenaphthene	177		132	ug/kg	02/26/22	02/28/22
Acenaphthylene	1200		132	ug/kg	02/26/22	02/28/22
Anthracene	1540		132	ug/kg	02/26/22	02/28/22
Benzo(a)anthracene	2550		132	ug/kg	02/26/22	02/28/22
Benzo(a)pyrene	2500		132	ug/kg	02/26/22	02/28/22
Benzo(b)fluoranthene	2910		132	ug/kg	02/26/22	02/28/22
Benzo(g,h,i)perylene	2110		132	ug/kg	02/26/22	02/28/22
Benzo(k)fluoranthene	1110		132	ug/kg	02/26/22	02/28/22
Chrysene	2390		132	ug/kg	02/26/22	02/28/22
Dibenz(a,h)anthracene	357		132	ug/kg	02/26/22	02/28/22
Dibenzofuran	654		132	ug/kg	02/26/22	02/28/22
Fluoranthene	5760		132	ug/kg	02/26/22	02/28/22
Fluorene	815		132	ug/kg	02/26/22	02/28/22
Indeno(1,2,3-cd)pyrene	2000		132	ug/kg	02/26/22	02/28/22
Naphthalene	274		132	ug/kg	02/26/22	02/28/22
Phenanthrene	6110		132	ug/kg	02/26/22	02/28/22
Pyrene	6150		132	ug/kg	02/26/22	02/28/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	80.8%		30-126		02/26/22	02/28/22
<i>p-Terphenyl-d14</i>	107%		47-130		02/26/22	02/28/22
<i>2-Fluorobiphenyl</i>	85.1%		34-130		02/26/22	02/28/22

Results: Semivolatile organic compounds

Sample: GRA-4

Lab Number: 2B21008-04 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		267	ug/kg	02/26/22	02/28/22
Acenaphthene	ND		267	ug/kg	02/26/22	02/28/22
Acenaphthylene	ND		267	ug/kg	02/26/22	02/28/22
Anthracene	437		267	ug/kg	02/26/22	02/28/22
Benzo(a)anthracene	1880		267	ug/kg	02/26/22	02/28/22
Benzo(a)pyrene	1940		267	ug/kg	02/26/22	02/28/22
Benzo(b)fluoranthene	2410		267	ug/kg	02/26/22	02/28/22
Benzo(g,h,i)perylene	1480		267	ug/kg	02/26/22	02/28/22
Benzo(k)fluoranthene	875		267	ug/kg	02/26/22	02/28/22
Chrysene	1640		267	ug/kg	02/26/22	02/28/22
Dibenz(a,h)anthracene	300		267	ug/kg	02/26/22	02/28/22
Dibenzofuran	ND		267	ug/kg	02/26/22	02/28/22
Fluoranthene	3790		267	ug/kg	02/26/22	02/28/22
Fluorene	ND		267	ug/kg	02/26/22	02/28/22
Indeno(1,2,3-cd)pyrene	1540		267	ug/kg	02/26/22	02/28/22
Naphthalene	ND		267	ug/kg	02/26/22	02/28/22
Phenanthrene	1950		267	ug/kg	02/26/22	02/28/22
Pyrene	3830		267	ug/kg	02/26/22	02/28/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	70.2%		30-126		02/26/22	02/28/22
<i>p-Terphenyl-d14</i>	90.1%		47-130		02/26/22	02/28/22
<i>2-Fluorobiphenyl</i>	75.2%		34-130		02/26/22	02/28/22

Results: Semivolatile organic compounds

Sample: GRA-5

Lab Number: 2B21008-05 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		133	ug/kg	02/26/22	02/28/22
Acenaphthene	ND		133	ug/kg	02/26/22	02/28/22
Acenaphthylene	407		133	ug/kg	02/26/22	02/28/22
Anthracene	524		133	ug/kg	02/26/22	02/28/22
Benzo(a)anthracene	1860		133	ug/kg	02/26/22	02/28/22
Benzo(a)pyrene	1900		133	ug/kg	02/26/22	02/28/22
Benzo(b)fluoranthene	2420		133	ug/kg	02/26/22	02/28/22
Benzo(g,h,i)perylene	1600		133	ug/kg	02/26/22	02/28/22
Benzo(k)fluoranthene	900		133	ug/kg	02/26/22	02/28/22
Chrysene	1860		133	ug/kg	02/26/22	02/28/22
Dibenz(a,h)anthracene	333		133	ug/kg	02/26/22	02/28/22
Dibenzofuran	ND		133	ug/kg	02/26/22	02/28/22
Fluoranthene	3760		133	ug/kg	02/26/22	02/28/22
Fluorene	ND		133	ug/kg	02/26/22	02/28/22
Indeno(1,2,3-cd)pyrene	1630		133	ug/kg	02/26/22	02/28/22
Naphthalene	ND		133	ug/kg	02/26/22	02/28/22
Phenanthrene	2250		133	ug/kg	02/26/22	02/28/22
Pyrene	4140		133	ug/kg	02/26/22	02/28/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	72.6%		30-126		02/26/22	02/28/22
<i>p-Terphenyl-d14</i>	99.1%		47-130		02/26/22	02/28/22
<i>2-Fluorobiphenyl</i>	73.6%		34-130		02/26/22	02/28/22

Results: Semivolatile organic compounds

Sample: GRA-6

Lab Number: 2B21008-06 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		134	ug/kg	02/26/22	02/28/22
Acenaphthene	ND		134	ug/kg	02/26/22	02/28/22
Acenaphthylene	ND		134	ug/kg	02/26/22	02/28/22
Anthracene	149		134	ug/kg	02/26/22	02/28/22
Benzo(a)anthracene	499		134	ug/kg	02/26/22	02/28/22
Benzo(a)pyrene	508		134	ug/kg	02/26/22	02/28/22
Benzo(b)fluoranthene	606		134	ug/kg	02/26/22	02/28/22
Benzo(g,h,i)perylene	413		134	ug/kg	02/26/22	02/28/22
Benzo(k)fluoranthene	226		134	ug/kg	02/26/22	02/28/22
Chrysene	473		134	ug/kg	02/26/22	02/28/22
Dibenz(a,h)anthracene	ND		134	ug/kg	02/26/22	02/28/22
Dibenzofuran	ND		134	ug/kg	02/26/22	02/28/22
Fluoranthene	979		134	ug/kg	02/26/22	02/28/22
Fluorene	ND		134	ug/kg	02/26/22	02/28/22
Indeno(1,2,3-cd)pyrene	397		134	ug/kg	02/26/22	02/28/22
Naphthalene	ND		134	ug/kg	02/26/22	02/28/22
Phenanthrene	617		134	ug/kg	02/26/22	02/28/22
Pyrene	1120		134	ug/kg	02/26/22	02/28/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	74.3%		30-126		02/26/22	02/28/22
<i>p-Terphenyl-d14</i>	102%		47-130		02/26/22	02/28/22
<i>2-Fluorobiphenyl</i>	75.5%		34-130		02/26/22	02/28/22

Results: Semivolatile organic compounds

Sample: GRA-7

Lab Number: 2B21008-07 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		133	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		133	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		133	ug/kg	02/28/22	03/01/22
Anthracene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		133	ug/kg	02/28/22	03/01/22
Chrysene	ND		133	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		133	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		133	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		133	ug/kg	02/28/22	03/01/22
Fluorene	ND		133	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		133	ug/kg	02/28/22	03/01/22
Naphthalene	ND		133	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		133	ug/kg	02/28/22	03/01/22
Pyrene	ND		133	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	31.4%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	49.3%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	34.2%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-8

Lab Number: 2B21008-08 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		133	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		133	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		133	ug/kg	02/28/22	03/01/22
Anthracene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		133	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		133	ug/kg	02/28/22	03/01/22
Chrysene	ND		133	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		133	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		133	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		133	ug/kg	02/28/22	03/01/22
Fluorene	ND		133	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		133	ug/kg	02/28/22	03/01/22
Naphthalene	ND		133	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		133	ug/kg	02/28/22	03/01/22
Pyrene	ND		133	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	67.3%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	83.7%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	66.0%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-9

Lab Number: 2B21008-09 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		136	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		136	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		136	ug/kg	02/28/22	03/01/22
Anthracene	ND		136	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		136	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		136	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		136	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		136	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		136	ug/kg	02/28/22	03/01/22
Chrysene	ND		136	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		136	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		136	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		136	ug/kg	02/28/22	03/01/22
Fluorene	ND		136	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		136	ug/kg	02/28/22	03/01/22
Naphthalene	ND		136	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		136	ug/kg	02/28/22	03/01/22
Pyrene	ND		136	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	61.7%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	80.4%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	64.1%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-10

Lab Number: 2B21008-10 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		134	ug/kg	02/28/22	03/01/22
Anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Chrysene	ND		134	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		134	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Fluorene	ND		134	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Naphthalene	ND		134	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		134	ug/kg	02/28/22	03/01/22
Pyrene	ND		134	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	64.2%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	79.5%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	61.8%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-11

Lab Number: 2B21008-11 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		134	ug/kg	02/28/22	03/01/22
Anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Chrysene	ND		134	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		134	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Fluorene	ND		134	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Naphthalene	ND		134	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		134	ug/kg	02/28/22	03/01/22
Pyrene	ND		134	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	71.2%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	83.5%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	70.0%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-12

Lab Number: 2B21008-12 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		134	ug/kg	02/28/22	03/01/22
Anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Chrysene	ND		134	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		134	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Fluorene	ND		134	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Naphthalene	ND		134	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		134	ug/kg	02/28/22	03/01/22
Pyrene	ND		134	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	71.2%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	82.4%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	67.9%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-13

Lab Number: 2B21008-13 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		135	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		135	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		135	ug/kg	02/28/22	03/01/22
Anthracene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Chrysene	ND		135	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		135	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		135	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Fluorene	ND		135	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		135	ug/kg	02/28/22	03/01/22
Naphthalene	ND		135	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		135	ug/kg	02/28/22	03/01/22
Pyrene	ND		135	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	70.2%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	92.1%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	69.3%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-14

Lab Number: 2B21008-14 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		135	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		135	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		135	ug/kg	02/28/22	03/01/22
Anthracene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Chrysene	ND		135	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		135	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		135	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Fluorene	ND		135	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		135	ug/kg	02/28/22	03/01/22
Naphthalene	ND		135	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		135	ug/kg	02/28/22	03/01/22
Pyrene	ND		135	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	78.4%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	92.5%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	73.7%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-15

Lab Number: 2B21008-15 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		134	ug/kg	02/28/22	03/01/22
Anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Chrysene	ND		134	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		134	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Fluorene	ND		134	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Naphthalene	ND		134	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		134	ug/kg	02/28/22	03/01/22
Pyrene	ND		134	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	68.3%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	90.1%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	67.7%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-16

Lab Number: 2B21008-16 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		134	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		134	ug/kg	02/28/22	03/01/22
Anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		134	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Chrysene	ND		134	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		134	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		134	ug/kg	02/28/22	03/01/22
Fluoranthene	ND		134	ug/kg	02/28/22	03/01/22
Fluorene	ND		134	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		134	ug/kg	02/28/22	03/01/22
Naphthalene	ND		134	ug/kg	02/28/22	03/01/22
Phenanthrene	ND		134	ug/kg	02/28/22	03/01/22
Pyrene	ND		134	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	59.8%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	84.5%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	57.4%		34-130		02/28/22	03/01/22

Results: Semivolatile organic compounds

Sample: GRA-17

Lab Number: 2B21008-17 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
2-Methylnaphthalene	ND		135	ug/kg	02/28/22	03/01/22
Acenaphthene	ND		135	ug/kg	02/28/22	03/01/22
Acenaphthylene	ND		135	ug/kg	02/28/22	03/01/22
Anthracene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(a)anthracene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(a)pyrene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(b)fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(g,h,i)perylene	ND		135	ug/kg	02/28/22	03/01/22
Benzo(k)fluoranthene	ND		135	ug/kg	02/28/22	03/01/22
Chrysene	ND		135	ug/kg	02/28/22	03/01/22
Dibenz(a,h)anthracene	ND		135	ug/kg	02/28/22	03/01/22
Dibenzofuran	ND		135	ug/kg	02/28/22	03/01/22
Fluoranthene	199		135	ug/kg	02/28/22	03/01/22
Fluorene	ND		135	ug/kg	02/28/22	03/01/22
Indeno(1,2,3-cd)pyrene	ND		135	ug/kg	02/28/22	03/01/22
Naphthalene	ND		135	ug/kg	02/28/22	03/01/22
Phenanthrene	153		135	ug/kg	02/28/22	03/01/22
Pyrene	207		135	ug/kg	02/28/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	69.3%		30-126		02/28/22	03/01/22
<i>p-Terphenyl-d14</i>	92.3%		47-130		02/28/22	03/01/22
<i>2-Fluorobiphenyl</i>	69.7%		34-130		02/28/22	03/01/22

Quality Control

Semivolatile organic compounds

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1169 - EPA 3546										
Blank (B2B1169-BLK1)										
					Prepared: 02/26/22 Analyzed: 02/28/22					
2-Methylnaphthalene	ND		130	ug/kg						
Acenaphthene	ND		130	ug/kg						
Acenaphthylene	ND		130	ug/kg						
Anthracene	ND		130	ug/kg						
Benzo(a)anthracene	ND		130	ug/kg						
Benzo(a)pyrene	ND		130	ug/kg						
Benzo(b)fluoranthene	ND		130	ug/kg						
Benzo(g,h,i)perylene	ND		130	ug/kg						
Benzo(k)fluoranthene	ND		130	ug/kg						
Chrysene	ND		130	ug/kg						
Dibenz(a,h)anthracene	ND		130	ug/kg						
Dibenzofuran	ND		130	ug/kg						
Fluoranthene	ND		130	ug/kg						
Fluorene	ND		130	ug/kg						
Indeno(1,2,3-cd)pyrene	ND		130	ug/kg						
Naphthalene	ND		130	ug/kg						
Phenanthrene	ND		130	ug/kg						
Pyrene	ND		130	ug/kg						
<hr/>										
<i>Surrogate: Nitrobenzene-d5</i>			2150	ug/kg	3330		64.6	30-126		
<i>Surrogate: p-Terphenyl-d14</i>			2580	ug/kg	3330		77.4	47-130		
<i>Surrogate: 2-Fluorobiphenyl</i>			2080	ug/kg	3330		62.5	34-130		
<hr/>										
LCS (B2B1169-BS1)										
					Prepared: 02/26/22 Analyzed: 02/28/22					
2-Methylnaphthalene	2330		130	ug/kg	3330		69.9	40-140		
Acenaphthene	2380		130	ug/kg	3330		71.3	40-140		
Acenaphthylene	2370		130	ug/kg	3330		71.2	40-140		
Anthracene	2490		130	ug/kg	3330		74.8	40-140		
Benzo(a)anthracene	2550		130	ug/kg	3330		76.4	40-140		
Benzo(a)pyrene	2680		130	ug/kg	3330		80.3	40-140		
Benzo(b)fluoranthene	2830		130	ug/kg	3330		85.0	40-140		
Benzo(g,h,i)perylene	2430		130	ug/kg	3330		72.8	40-140		
Benzo(k)fluoranthene	2890		130	ug/kg	3330		86.6	40-140		
Chrysene	2680		130	ug/kg	3330		80.4	40-140		
Dibenz(a,h)anthracene	2440		130	ug/kg	3330		73.3	40-140		
Dibenzofuran	2370		130	ug/kg	3330		71.0	40-140		
Fluoranthene	2480		130	ug/kg	3330		74.4	40-140		
Fluorene	2510		130	ug/kg	3330		75.3	40-140		
Indeno(1,2,3-cd)pyrene	2330		130	ug/kg	3330		69.9	40-140		
Naphthalene	2260		130	ug/kg	3330		67.9	40-140		
Phenanthrene	2540		130	ug/kg	3330		76.3	40-140		
Pyrene	2740		130	ug/kg	3330		82.2	40-140		
<hr/>										
<i>Surrogate: Nitrobenzene-d5</i>			2400	ug/kg	3330		72.0	30-126		
<i>Surrogate: p-Terphenyl-d14</i>			2860	ug/kg	3330		85.7	47-130		
<i>Surrogate: 2-Fluorobiphenyl</i>			2310	ug/kg	3330		69.2	34-130		

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1169 - EPA 3546 (Continued)										
LCS Dup (B2B1169-BSD1)					Prepared: 02/26/22 Analyzed: 02/28/22					
2-Methylnaphthalene	2320		130	ug/kg	3330		69.7	40-140	0.287	30
Acenaphthene	2390		130	ug/kg	3330		71.8	40-140	0.671	30
Acenaphthylene	2340		130	ug/kg	3330		70.2	40-140	1.47	30
Anthracene	2540		130	ug/kg	3330		76.3	40-140	2.01	30
Benzo(a)anthracene	2500		130	ug/kg	3330		75.1	40-140	1.72	30
Benzo(a)pyrene	2670		130	ug/kg	3330		80.2	40-140	0.150	30
Benzo(b)fluoranthene	2790		130	ug/kg	3330		83.7	40-140	1.52	30
Benzo(g,h,i)perylene	2410		130	ug/kg	3330		72.2	40-140	0.883	30
Benzo(k)fluoranthene	2870		130	ug/kg	3330		86.0	40-140	0.742	30
Chrysene	2630		130	ug/kg	3330		79.0	40-140	1.71	30
Dibenz(a,h)anthracene	2480		130	ug/kg	3330		74.4	40-140	1.38	30
Dibenzofuran	2380		130	ug/kg	3330		71.4	40-140	0.590	30
Fluoranthene	2510		130	ug/kg	3330		75.2	40-140	1.07	30
Fluorene	2480		130	ug/kg	3330		74.4	40-140	1.20	30
Indeno(1,2,3-cd)pyrene	2310		130	ug/kg	3330		69.3	40-140	0.862	30
Naphthalene	2270		130	ug/kg	3330		68.1	40-140	0.382	30
Phenanthrene	2540		130	ug/kg	3330		76.2	40-140	0.236	30
Pyrene	2680		130	ug/kg	3330		80.4	40-140	2.26	30
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Surrogate: Nitrobenzene-d5			2400	ug/kg	3330		71.9	30-126		
Surrogate: p-Terphenyl-d14			2840	ug/kg	3330		85.1	47-130		
Surrogate: 2-Fluorobiphenyl			2310	ug/kg	3330		69.2	34-130		

Batch: B2B1175 - EPA 3546

Blank (B2B1175-BLK1)					Prepared: 02/28/22 Analyzed: 03/01/22					
2-Methylnaphthalene	ND		130	ug/kg						
Acenaphthene	ND		130	ug/kg						
Acenaphthylene	ND		130	ug/kg						
Anthracene	ND		130	ug/kg						
Benzo(a)anthracene	ND		130	ug/kg						
Benzo(a)pyrene	ND		130	ug/kg						
Benzo(b)fluoranthene	ND		130	ug/kg						
Benzo(g,h,i)perylene	ND		130	ug/kg						
Benzo(k)fluoranthene	ND		130	ug/kg						
Chrysene	ND		130	ug/kg						
Dibenz(a,h)anthracene	ND		130	ug/kg						
Dibenzofuran	ND		130	ug/kg						
Fluoranthene	ND		130	ug/kg						
Fluorene	ND		130	ug/kg						
Indeno(1,2,3-cd)pyrene	ND		130	ug/kg						
Naphthalene	ND		130	ug/kg						
Phenanthrene	ND		130	ug/kg						
Pyrene	ND		130	ug/kg						
<hr/>										
Surrogate: Nitrobenzene-d5			1630	ug/kg	3330		48.8	30-126		
Surrogate: p-Terphenyl-d14			2130	ug/kg	3330		63.9	47-130		
Surrogate: 2-Fluorobiphenyl			1580	ug/kg	3330		47.5	34-130		

Notes and Definitions

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

NEW ENGLAND TESTING LABORATORY, INC.
 59 Greenhill Street
 West Warwick, RI 02893
 1-888-863-8522

CHAIN OF CUSTODY RECORD



PROJ. NO.	PROJECT NAME/LOCATION	CLIENT	REPORT TO	INVOICE TO	SAMPLE I.D.	ACCUCOS			PRESERVATIVE	TESTS**	REMARKS
						SOIL	OTHER	NO. OF CONTAINERS			
2035	Providence	Gordon R Archibald	Rick Sullivan	Rick Sullivan							
					GRA-1	X		1		RCA & Metals	Free Liquids
					GRA-2	X		1		TPH 8100m	Ph + Flashpoint
					GRA-3	X		4		SVCS 8270	
					GRA-4	X		1		PLBS	
					GRA-5	X		1			
					GRA-6	X		1			
					GRA-7	X		1			
					GRA-8	X		1			
					GRA-9	X		1			
					GRA-10	X		1			
					GRA-11	X		1			
					GRA-12	X		1			
					GRA-13	X		1			
					GRA-14	X		1			
Sampled by (Signature)		Date/Time		Received by (Signature)		Date/Time		Laboratory Remarks:		Special Instructions:	
WJ Mm		2-21 2:31						Temp. received: _____ Cooled <input type="checkbox"/>		List Specific Detection Limit Requirements:	
Reinquished by (Signature)		Date/Time		Received by (Signature)		Date/Time					
WJ Mm		2-21 2:32									
Reinquished by (Signature)		Date/Time		Received for Laboratory by (Signature)		Date/Time				Turnaround (Business Days)	
						2/21 1430				Turnaround (Business Days)	

**Netlab subcontracts the following tests: Radiologicals, Radon, Asbestos, UCMRs, Perchlorate, Bromate, Bromide, Sieve, Salmonella, Carbamates, CT ETPH



2 B 2 1008 1

New England Testing Laboratory

59 Greenhill Street
West Warwick, RI 02893
1-888-863-8522

Chain of Custody Record

Project No. 2035		Project Name/Location: Asa Messer Elementary School, Providence, RI		Matrix		Tests**			
Client: GRA		Report To: Richard Sullivan		Matrix		Tests**			
Invoice To: Richard Sullivan		Sample I.D.		Matrix		Tests**			
Date	Time	Comp	Grab	Aqueous	Soil	Other	No. of Containers	Preservative	Notes
2/21/2022	AM	X	GRA-1	X	X		1	None	
2/21/2022	AM	X	GRA-2	X	X		1	None	
2/21/2022	AM	X	GRA-3	X	X		1	None	
2/21/2022	AM	X	GRA-4	X	X		1	None	
2/21/2022	AM	X	GRA-5	X	X		1	None	
2/21/2022	AM	X	GRA-6	X	X		1	None	
2/21/2022	AM	X	GRA-7	X	X		1	None	
2/21/2022	AM	X	GRA-8	X	X		1	None	
2/21/2022	AM	X	GRA-9	X	X		1	None	
2/21/2022	AM	X	GRA-10	X	X		1	None	
2/21/2022	AM	X	GRA-11	X	X		1	None	
2/21/2022	AM	X	GRA-12	X	X		1	None	
2/21/2022	AM	X	GRA-13	X	X		1	None	
2/21/2022	AM	X	GRA-14	X	X		1	None	
Sampled By: <i>MS</i>				Date/Time Received By:		Date/Time		Special Instructions:	
Relinquished By:				Date/Time Received By:		Date/Time		Laboratory Remarks:	
Relinquished By:				Date/Time Received By:		Date/Time		Temp. Received:	
Relinquished By:				Date/Time Received By:		Date/Time		Temp. Received:	
				2/21/22		1430		* updated. COC Per Rich 2/23	
				2/21/22		1430		Turnaround Time [Business Days]: 5 Days	

**Netlab Subcontracts the following tests: Radon, Asbestos, UCMRs, Perchlorate, Bromate, Bromide, Sieve, Salmonella, Carbamates

New England Testing Laboratory

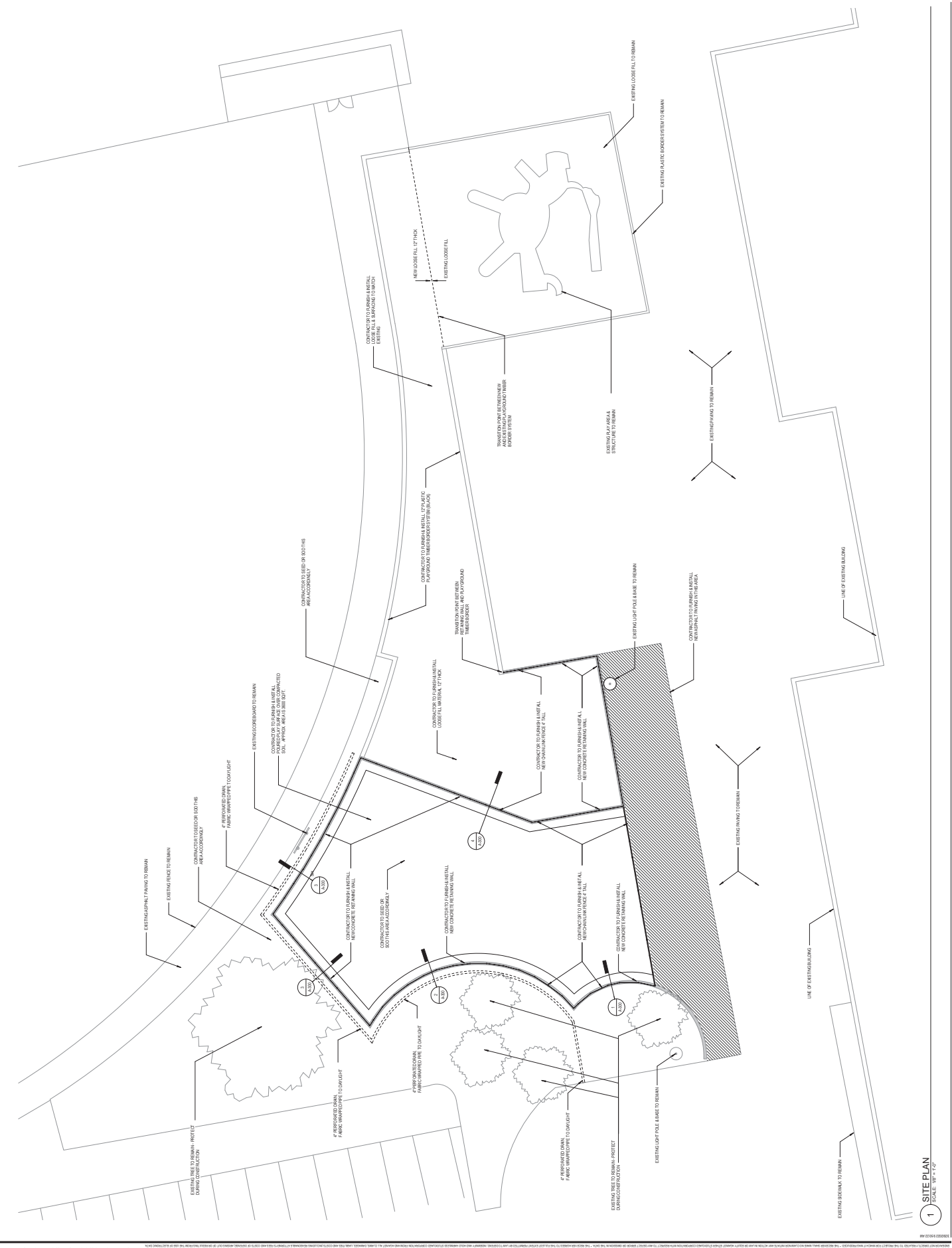
59 Greenhill Street
West Warwick, RI 02893
1-888-863-8522

Chain of Custody Record

Project No. 2035 Client: GRA		Project Name/Location: Asa Messer Elementary School, Providence, RI		Matrix Aqueous Soil Other		Preservative None None None		Tests**	
Report To: Richard Sullivan		Sample I.D.		No. of Containers		Notes		PAH only (EPA 8270)	
Invoice To: Richard Sullivan		Comp X X X		Grab X X X		Time PM PM PM		Date 2/21/2022 2/21/2022 2/21/2022	
Sampled By: <i>[Signature]</i>		Received By:		Date/Time		Laboratory Remarks:		Special Instructions:	
Relinquished By:		Received By:		Date/Time		Temp. Received:		Page 2 of 2	
Relinquished By:		Received By: <i>[Signature]</i>		Date/Time 2/21/22 1/4/22		Temp. Received:		Turnaround Time [Business Days]: 5 Days	

**Netlab Subcontracts the following tests: Radiologicals, Radon, Asbestos, UCMRs, Perchlorate, Bromate, Bromide, Sieve, Salmonella, Carbamates

ATTACHMENT 2
Playground Site Plan and Details



STUDIOJAED
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WILMINGTON OFFICES
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WILMINGTON, MASSACHUSETTS 01890
P: 401.568.8884

CONSULTANT

This drawing is the property of StudioJAED and is to be used for the exclusive use of its clients at the location indicated. No other use is authorized or intended.
ARCHITECT/ENGINEER/SEAL

CITY OF PROVIDENCE
ASA MESSER
OUTDOOR CLASSROOM/PLAY AREA
1655 WESTMINSTER ST., PROVIDENCE, RI 02909

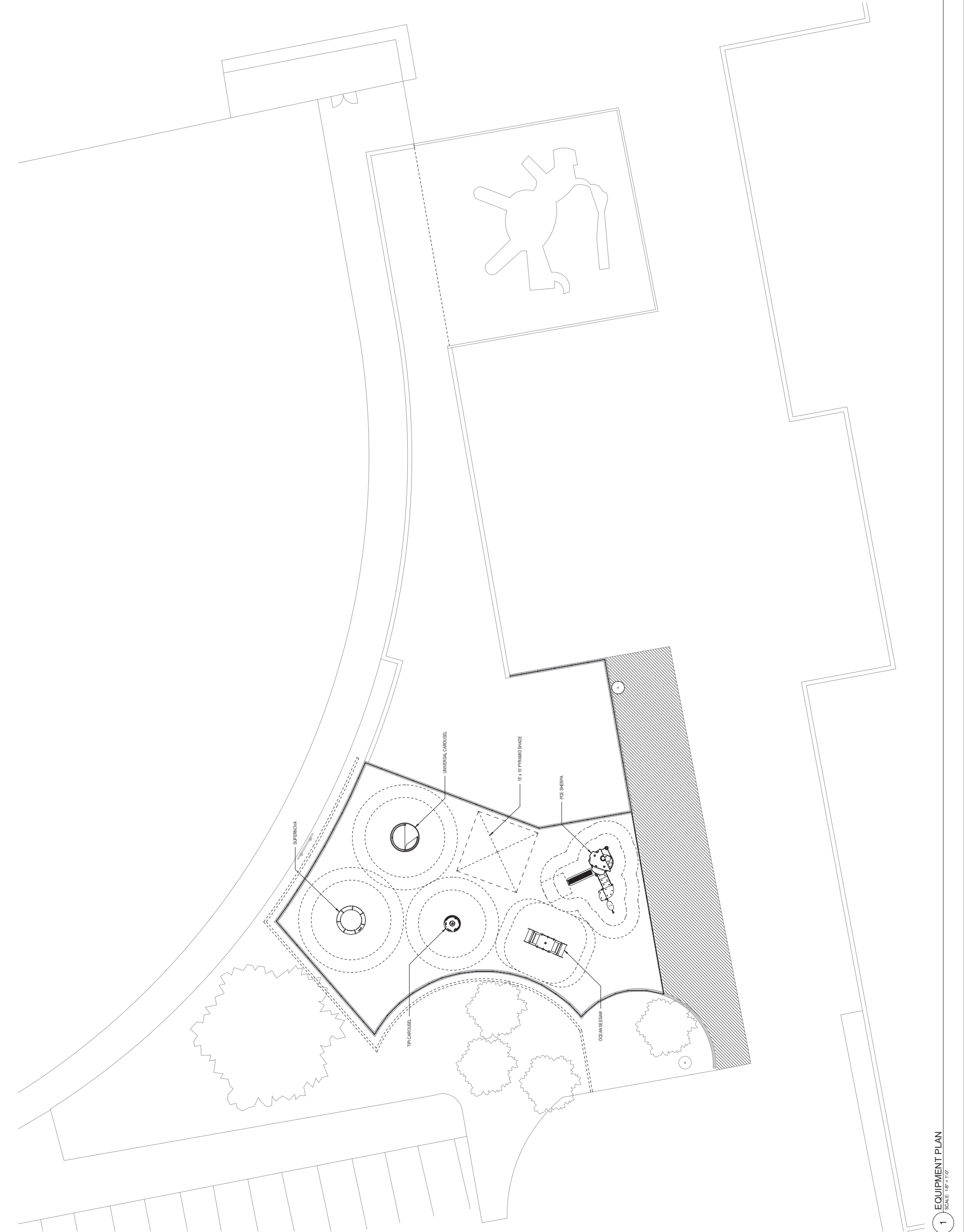
NO.	DATE	DESCRIPTION

EQUIPMENT PLAN

CONSTRUCTION DOCUMENTS
APRIL 1, 2022

DRAWN: BMS
CHECKED: PRC
PROJECT NO: 19065

SHEET NO. A-103



1 EQUIPMENT PLAN
SCALE: 1/8" = 1'-0"

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ATTACHMENT 3
Disposal Characterization Soil Analytical Report



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

REPORT OF ANALYTICAL RESULTS

NETLAB Work Order Number: 2B23014
Client Project: 2035 - Providence

Report Date: 07-March-2022

Prepared for:

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Samples Submitted :

The samples listed below were submitted to New England Testing Laboratory on 02/21/22. The group of samples appearing in this report was assigned an internal identification number (case number) for laboratory information management purposes. The client's designations for the individual samples, along with our case numbers, are used to identify the samples in this report. This report of analytical results pertains only to the sample(s) provided to us by the client which are indicated on the custody record. The case number for this sample submission is 2B23014. Custody records are included in this report.

Lab ID	Sample	Matrix	Date Sampled	Date Received
2B23014-01	GRA-W	Soil	02/21/2022	02/21/2022
2B23014-02	GRA-E	Soil	02/21/2022	02/21/2022

Request for Analysis

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

GRA-E (Lab Number: 2B23014-02)

<u>Analysis</u>	<u>Method</u>
Arsenic	EPA 6010C
Barium	EPA 6010C
Cadmium	EPA 6010C
Chromium	EPA 6010C
Flashpoint	EPA 1010A-Mod
Free liquids	EPA 9095B
Lead	EPA 6010C
Mercury	EPA 7471B
PCBs	EPA 8082A
pH	SM4500-H-B (11)
Selenium	EPA 6010C
Semivolatile Organic Compounds	EPA 8270D
Silver	EPA 6010C
Total Petroleum Hydrocarbons	EPA-8100-mod
Volatile Organic Compounds	EPA 8260C

GRA-W (Lab Number: 2B23014-01)

<u>Analysis</u>	<u>Method</u>
Arsenic	EPA 6010C
Barium	EPA 6010C
Cadmium	EPA 6010C
Chromium	EPA 6010C
Flashpoint	EPA 1010A-Mod
Free liquids	EPA 9095B
Lead	EPA 6010C
Mercury	EPA 7471B
PCBs	EPA 8082A
pH	SM4500-H-B (11)
Selenium	EPA 6010C
Semivolatile Organic Compounds	EPA 8270D
Silver	EPA 6010C
Total Petroleum Hydrocarbons	EPA-8100-mod
Volatile Organic Compounds	EPA 8260C

Method References

Standard Methods for the Examination of Water and Wastewater, 20th Edition, APHA/ AWWA-WPCF, 1998

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

Case Narrative

Sample Receipt:

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

Exceptions: None

Analysis:

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

Exceptions: None

Results: General Chemistry**Sample: GRA-W****Lab Number: 2B23014-01 (Soil)**

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Flashpoint	> 200		70	degrees F	03/04/22	03/04/22
Free liquids	ABSENT			P/A	02/28/22	02/28/22
pH	8.2			SU	02/28/22	02/28/22

Results: General Chemistry**Sample: GRA-E****Lab Number: 2B23014-02 (Soil)**

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Flashpoint	> 200		70	degrees F	03/04/22	03/04/22
Free liquids	ABSENT			P/A	02/28/22	02/28/22
pH	7.7			SU	02/28/22	02/28/22

Results: Total Metals**Sample: GRA-W****Lab Number: 2B23014-01 (Soil)**

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Arsenic	2.13		0.81	mg/kg	02/24/22	03/02/22
Barium	18.8		0.27	mg/kg	02/24/22	03/02/22
Cadmium	ND		0.40	mg/kg	02/24/22	03/02/22
Chromium	2.46		0.40	mg/kg	02/24/22	03/02/22
Lead	3.88		0.40	mg/kg	02/24/22	03/02/22
Mercury	ND		0.043	mg/kg	02/24/22	02/24/22
Selenium	ND		0.81	mg/kg	02/24/22	03/02/22
Silver	ND		0.81	mg/kg	02/24/22	03/02/22

Results: Total Metals**Sample: GRA-E****Lab Number: 2B23014-02 (Soil)**

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Arsenic	0.93		0.88	mg/kg	02/24/22	03/02/22
Barium	12.5		0.29	mg/kg	02/24/22	03/02/22
Cadmium	ND		0.44	mg/kg	02/24/22	03/02/22
Chromium	1.91		0.44	mg/kg	02/24/22	03/02/22
Lead	3.56		0.44	mg/kg	02/24/22	03/02/22
Mercury	ND		0.038	mg/kg	02/24/22	02/24/22
Selenium	0.91		0.88	mg/kg	02/24/22	03/02/22
Silver	ND		0.88	mg/kg	02/24/22	03/02/22

Results: Volatile Organic Compounds

Sample: GRA-W

Lab Number: 2B23014-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Acetone	ND		2510	ug/kg	02/25/22	02/25/22
Benzene	ND		27	ug/kg	02/25/22	02/25/22
Bromobenzene	ND		27	ug/kg	02/25/22	02/25/22
Bromochloromethane	ND		27	ug/kg	02/25/22	02/25/22
Bromodichloromethane	ND		27	ug/kg	02/25/22	02/25/22
Bromoform	ND		27	ug/kg	02/25/22	02/25/22
Bromomethane	ND		27	ug/kg	02/25/22	02/25/22
2-Butanone	ND		135	ug/kg	02/25/22	02/25/22
tert-Butyl alcohol	ND		135	ug/kg	02/25/22	02/25/22
sec-Butylbenzene	ND		27	ug/kg	02/25/22	02/25/22
n-Butylbenzene	ND		27	ug/kg	02/25/22	02/25/22
tert-Butylbenzene	ND		27	ug/kg	02/25/22	02/25/22
Methyl t-butyl ether (MTBE)	ND		27	ug/kg	02/25/22	02/25/22
Carbon Disulfide	ND		27	ug/kg	02/25/22	02/25/22
Carbon Tetrachloride	ND		27	ug/kg	02/25/22	02/25/22
Chlorobenzene	ND		27	ug/kg	02/25/22	02/25/22
Chloroethane	ND		27	ug/kg	02/25/22	02/25/22
Chloroform	ND		27	ug/kg	02/25/22	02/25/22
Chloromethane	ND		27	ug/kg	02/25/22	02/25/22
4-Chlorotoluene	ND		27	ug/kg	02/25/22	02/25/22
2-Chlorotoluene	ND		27	ug/kg	02/25/22	02/25/22
1,2-Dibromo-3-chloropropane (DBCP)	ND		27	ug/kg	02/25/22	02/25/22
Dibromochloromethane	ND		27	ug/kg	02/25/22	02/25/22
1,2-Dibromoethane (EDB)	ND		27	ug/kg	02/25/22	02/25/22
Dibromomethane	ND		27	ug/kg	02/25/22	02/25/22
1,2-Dichlorobenzene	ND		27	ug/kg	02/25/22	02/25/22
1,3-Dichlorobenzene	ND		27	ug/kg	02/25/22	02/25/22
1,4-Dichlorobenzene	ND		27	ug/kg	02/25/22	02/25/22
1,1-Dichloroethane	ND		27	ug/kg	02/25/22	02/25/22
1,2-Dichloroethane	ND		27	ug/kg	02/25/22	02/25/22
trans-1,2-Dichloroethene	ND		27	ug/kg	02/25/22	02/25/22
cis-1,2-Dichloroethene	ND		27	ug/kg	02/25/22	02/25/22
1,1-Dichloroethene	ND		27	ug/kg	02/25/22	02/25/22
1,2-Dichloropropane	ND		27	ug/kg	02/25/22	02/25/22
2,2-Dichloropropane	ND		27	ug/kg	02/25/22	02/25/22
cis-1,3-Dichloropropene	ND		27	ug/kg	02/25/22	02/25/22
trans-1,3-Dichloropropene	ND		27	ug/kg	02/25/22	02/25/22
1,1-Dichloropropene	ND		27	ug/kg	02/25/22	02/25/22
1,3-Dichloropropene (cis + trans)	ND		54	ug/kg	02/25/22	02/25/22
Diethyl ether	ND		135	ug/kg	02/25/22	02/25/22
1,4-Dioxane	ND		13500	ug/kg	02/25/22	02/25/22
Ethylbenzene	ND		27	ug/kg	02/25/22	02/25/22
Hexachlorobutadiene	ND		27	ug/kg	02/25/22	02/25/22
2-Hexanone	ND		135	ug/kg	02/25/22	02/25/22
Isopropylbenzene	ND		27	ug/kg	02/25/22	02/25/22
p-Isopropyltoluene	ND		27	ug/kg	02/25/22	02/25/22
Methylene Chloride	ND		1400	ug/kg	02/25/22	02/25/22
4-Methyl-2-pentanone	ND		135	ug/kg	02/25/22	02/25/22

Results: Volatile Organic Compounds (Continued)

Sample: GRA-W (Continued)

Lab Number: 2B23014-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Naphthalene	31		27	ug/kg	02/25/22	02/25/22
n-Propylbenzene	ND		27	ug/kg	02/25/22	02/25/22
Styrene	ND		27	ug/kg	02/25/22	02/25/22
1,1,1,2-Tetrachloroethane	ND		27	ug/kg	02/25/22	02/25/22
Tetrachloroethene	ND		27	ug/kg	02/25/22	02/25/22
Tetrahydrofuran	ND		135	ug/kg	02/25/22	02/25/22
Toluene	ND		27	ug/kg	02/25/22	02/25/22
1,2,4-Trichlorobenzene	ND		27	ug/kg	02/25/22	02/25/22
1,2,3-Trichlorobenzene	ND		27	ug/kg	02/25/22	02/25/22
1,1,2-Trichloroethane	ND		27	ug/kg	02/25/22	02/25/22
1,1,1-Trichloroethane	ND		27	ug/kg	02/25/22	02/25/22
Trichloroethene	ND		27	ug/kg	02/25/22	02/25/22
1,2,3-Trichloropropane	ND		27	ug/kg	02/25/22	02/25/22
1,3,5-Trimethylbenzene	ND		27	ug/kg	02/25/22	02/25/22
1,2,4-Trimethylbenzene	ND		27	ug/kg	02/25/22	02/25/22
Vinyl Chloride	ND		27	ug/kg	02/25/22	02/25/22
o-Xylene	ND		27	ug/kg	02/25/22	02/25/22
m&p-Xylene	ND		54	ug/kg	02/25/22	02/25/22
Total xylenes	ND		27	ug/kg	02/25/22	02/25/22
1,1,1,2-Tetrachloroethane	ND		27	ug/kg	02/25/22	02/25/22
tert-Amyl methyl ether	ND		27	ug/kg	02/25/22	02/25/22
1,3-Dichloropropane	ND		27	ug/kg	02/25/22	02/25/22
Ethyl tert-butyl ether	ND		27	ug/kg	02/25/22	02/25/22
Diisopropyl ether	ND		27	ug/kg	02/25/22	02/25/22
Trichlorofluoromethane	ND		27	ug/kg	02/25/22	02/25/22
Dichlorodifluoromethane	ND		27	ug/kg	02/25/22	02/25/22
Surrogate(s)	Recovery%		Limits			
<i>4-Bromofluorobenzene</i>	<i>97.5%</i>		<i>70-130</i>		<i>02/25/22</i>	<i>02/25/22</i>
<i>1,2-Dichloroethane-d4</i>	<i>101%</i>		<i>70-130</i>		<i>02/25/22</i>	<i>02/25/22</i>
<i>Toluene-d8</i>	<i>99.4%</i>		<i>70-130</i>		<i>02/25/22</i>	<i>02/25/22</i>

Results: Volatile Organic Compounds

Sample: GRA-E

Lab Number: 2B23014-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Acetone	ND		1260	ug/kg	02/25/22	02/25/22
Benzene	ND		14	ug/kg	02/25/22	02/25/22
Bromobenzene	ND		14	ug/kg	02/25/22	02/25/22
Bromochloromethane	ND		14	ug/kg	02/25/22	02/25/22
Bromodichloromethane	ND		14	ug/kg	02/25/22	02/25/22
Bromoform	ND		14	ug/kg	02/25/22	02/25/22
Bromomethane	ND		14	ug/kg	02/25/22	02/25/22
2-Butanone	ND		68	ug/kg	02/25/22	02/25/22
tert-Butyl alcohol	ND		68	ug/kg	02/25/22	02/25/22
sec-Butylbenzene	ND		14	ug/kg	02/25/22	02/25/22
n-Butylbenzene	ND		14	ug/kg	02/25/22	02/25/22
tert-Butylbenzene	ND		14	ug/kg	02/25/22	02/25/22
Methyl t-butyl ether (MTBE)	ND		14	ug/kg	02/25/22	02/25/22
Carbon Disulfide	ND		14	ug/kg	02/25/22	02/25/22
Carbon Tetrachloride	ND		14	ug/kg	02/25/22	02/25/22
Chlorobenzene	ND		14	ug/kg	02/25/22	02/25/22
Chloroethane	ND		14	ug/kg	02/25/22	02/25/22
Chloroform	ND		14	ug/kg	02/25/22	02/25/22
Chloromethane	ND		14	ug/kg	02/25/22	02/25/22
4-Chlorotoluene	ND		14	ug/kg	02/25/22	02/25/22
2-Chlorotoluene	ND		14	ug/kg	02/25/22	02/25/22
1,2-Dibromo-3-chloropropane (DBCP)	ND		14	ug/kg	02/25/22	02/25/22
Dibromochloromethane	ND		14	ug/kg	02/25/22	02/25/22
1,2-Dibromoethane (EDB)	ND		14	ug/kg	02/25/22	02/25/22
Dibromomethane	ND		14	ug/kg	02/25/22	02/25/22
1,2-Dichlorobenzene	ND		14	ug/kg	02/25/22	02/25/22
1,3-Dichlorobenzene	ND		14	ug/kg	02/25/22	02/25/22
1,4-Dichlorobenzene	ND		14	ug/kg	02/25/22	02/25/22
1,1-Dichloroethane	ND		14	ug/kg	02/25/22	02/25/22
1,2-Dichloroethane	ND		14	ug/kg	02/25/22	02/25/22
trans-1,2-Dichloroethene	ND		14	ug/kg	02/25/22	02/25/22
cis-1,2-Dichloroethene	ND		14	ug/kg	02/25/22	02/25/22
1,1-Dichloroethene	ND		14	ug/kg	02/25/22	02/25/22
1,2-Dichloropropane	ND		14	ug/kg	02/25/22	02/25/22
2,2-Dichloropropane	ND		14	ug/kg	02/25/22	02/25/22
cis-1,3-Dichloropropene	ND		14	ug/kg	02/25/22	02/25/22
trans-1,3-Dichloropropene	ND		14	ug/kg	02/25/22	02/25/22
1,1-Dichloropropene	ND		14	ug/kg	02/25/22	02/25/22
1,3-Dichloropropene (cis + trans)	ND		27	ug/kg	02/25/22	02/25/22
Diethyl ether	ND		68	ug/kg	02/25/22	02/25/22
1,4-Dioxane	ND		6760	ug/kg	02/25/22	02/25/22
Ethylbenzene	ND		14	ug/kg	02/25/22	02/25/22
Hexachlorobutadiene	ND		14	ug/kg	02/25/22	02/25/22
2-Hexanone	ND		68	ug/kg	02/25/22	02/25/22
Isopropylbenzene	ND		14	ug/kg	02/25/22	02/25/22
p-Isopropyltoluene	ND		14	ug/kg	02/25/22	02/25/22
Methylene Chloride	ND		717	ug/kg	02/25/22	02/25/22
4-Methyl-2-pentanone	ND		68	ug/kg	02/25/22	02/25/22

Results: Volatile Organic Compounds (Continued)

Sample: GRA-E (Continued)

Lab Number: 2B23014-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Naphthalene	ND		14	ug/kg	02/25/22	02/25/22
n-Propylbenzene	ND		14	ug/kg	02/25/22	02/25/22
Styrene	ND		14	ug/kg	02/25/22	02/25/22
1,1,1,2-Tetrachloroethane	ND		14	ug/kg	02/25/22	02/25/22
Tetrachloroethene	ND		14	ug/kg	02/25/22	02/25/22
Tetrahydrofuran	ND		68	ug/kg	02/25/22	02/25/22
Toluene	ND		14	ug/kg	02/25/22	02/25/22
1,2,4-Trichlorobenzene	ND		14	ug/kg	02/25/22	02/25/22
1,2,3-Trichlorobenzene	ND		14	ug/kg	02/25/22	02/25/22
1,1,2-Trichloroethane	ND		14	ug/kg	02/25/22	02/25/22
1,1,1-Trichloroethane	ND		14	ug/kg	02/25/22	02/25/22
Trichloroethene	ND		14	ug/kg	02/25/22	02/25/22
1,2,3-Trichloropropane	ND		14	ug/kg	02/25/22	02/25/22
1,3,5-Trimethylbenzene	ND		14	ug/kg	02/25/22	02/25/22
1,2,4-Trimethylbenzene	ND		14	ug/kg	02/25/22	02/25/22
Vinyl Chloride	ND		14	ug/kg	02/25/22	02/25/22
o-Xylene	ND		14	ug/kg	02/25/22	02/25/22
m&p-Xylene	ND		27	ug/kg	02/25/22	02/25/22
Total xylenes	ND		14	ug/kg	02/25/22	02/25/22
1,1,1,2-Tetrachloroethane	ND		14	ug/kg	02/25/22	02/25/22
tert-Amyl methyl ether	ND		14	ug/kg	02/25/22	02/25/22
1,3-Dichloropropane	ND		14	ug/kg	02/25/22	02/25/22
Ethyl tert-butyl ether	ND		14	ug/kg	02/25/22	02/25/22
Diisopropyl ether	ND		14	ug/kg	02/25/22	02/25/22
Trichlorofluoromethane	ND		14	ug/kg	02/25/22	02/25/22
Dichlorodifluoromethane	ND		14	ug/kg	02/25/22	02/25/22
Surrogate(s)	Recovery%		Limits			
<i>4-Bromofluorobenzene</i>	<i>97.9%</i>		<i>70-130</i>		<i>02/25/22</i>	<i>02/25/22</i>
<i>1,2-Dichloroethane-d4</i>	<i>100%</i>		<i>70-130</i>		<i>02/25/22</i>	<i>02/25/22</i>
<i>Toluene-d8</i>	<i>98.1%</i>		<i>70-130</i>		<i>02/25/22</i>	<i>02/25/22</i>

Results: Semivolatile organic compounds

Sample: GRA-W

Lab Number: 2B23014-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		131	ug/kg	03/03/22	03/04/22
1,2-Dichlorobenzene	ND		131	ug/kg	03/03/22	03/04/22
1,3-Dichlorobenzene	ND		131	ug/kg	03/03/22	03/04/22
1,4-Dichlorobenzene	ND		131	ug/kg	03/03/22	03/04/22
Phenol	ND		131	ug/kg	03/03/22	03/04/22
2,4,5-Trichlorophenol	ND		131	ug/kg	03/03/22	03/04/22
2,4,6-Trichlorophenol	ND		131	ug/kg	03/03/22	03/04/22
2,4-Dichlorophenol	ND		131	ug/kg	03/03/22	03/04/22
2,4-Dimethylphenol	ND		333	ug/kg	03/03/22	03/04/22
2,4-Dinitrophenol	ND		333	ug/kg	03/03/22	03/04/22
2,4-Dinitrotoluene	ND		131	ug/kg	03/03/22	03/04/22
2,6-Dinitrotoluene	ND		131	ug/kg	03/03/22	03/04/22
2-Chloronaphthalene	ND		131	ug/kg	03/03/22	03/04/22
2-Chlorophenol	ND		131	ug/kg	03/03/22	03/04/22
2-Methylnaphthalene	ND		131	ug/kg	03/03/22	03/04/22
Nitrobenzene	ND		131	ug/kg	03/03/22	03/04/22
2-Methylphenol	ND		131	ug/kg	03/03/22	03/04/22
2-Nitroaniline	ND		131	ug/kg	03/03/22	03/04/22
2-Nitrophenol	ND		333	ug/kg	03/03/22	03/04/22
3,3'-Dichlorobenzidine	ND		333	ug/kg	03/03/22	03/04/22
3-Nitroaniline	ND		131	ug/kg	03/03/22	03/04/22
4,6-Dinitro-2-methylphenol	ND		333	ug/kg	03/03/22	03/04/22
4-Bromophenyl phenyl ether	ND		131	ug/kg	03/03/22	03/04/22
4-Chloro-3-methylphenol	ND		131	ug/kg	03/03/22	03/04/22
4-Chloroaniline	ND		131	ug/kg	03/03/22	03/04/22
4-Chlorophenyl phenyl ether	ND		131	ug/kg	03/03/22	03/04/22
4-Nitroaniline	ND		131	ug/kg	03/03/22	03/04/22
4-Nitrophenol	ND		333	ug/kg	03/03/22	03/04/22
Acenaphthene	ND		131	ug/kg	03/03/22	03/04/22
Acenaphthylene	ND		131	ug/kg	03/03/22	03/04/22
Aniline	ND		131	ug/kg	03/03/22	03/04/22
Anthracene	ND		131	ug/kg	03/03/22	03/04/22
Benzo(a)anthracene	374		131	ug/kg	03/03/22	03/04/22
Benzo(a)pyrene	396		131	ug/kg	03/03/22	03/04/22
Benzo(b)fluoranthene	512		131	ug/kg	03/03/22	03/04/22
Benzo(g,h,i)perylene	295		131	ug/kg	03/03/22	03/04/22
Benzo(k)fluoranthene	185		131	ug/kg	03/03/22	03/04/22
Benzoic acid	ND		1010	ug/kg	03/03/22	03/04/22
Biphenyl	ND		40	ug/kg	03/03/22	03/04/22
Bis(2-chloroethoxy)methane	ND		131	ug/kg	03/03/22	03/04/22
Bis(2-chloroethyl)ether	ND		131	ug/kg	03/03/22	03/04/22
Bis(2-chloroisopropyl)ether	ND		131	ug/kg	03/03/22	03/04/22
Bis(2-ethylhexyl)phthalate	ND		404	ug/kg	03/03/22	03/04/22
Butyl benzyl phthalate	ND		131	ug/kg	03/03/22	03/04/22
Chrysene	372		131	ug/kg	03/03/22	03/04/22
Di(n)octyl phthalate	ND		202	ug/kg	03/03/22	03/04/22
Dibenz(a,h)anthracene	ND		131	ug/kg	03/03/22	03/04/22
Dibenzofuran	ND		131	ug/kg	03/03/22	03/04/22

Results: Semivolatile organic compounds (Continued)

Sample: GRA-W (Continued)

Lab Number: 2B23014-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		131	ug/kg	03/03/22	03/04/22
Dimethyl phthalate	ND		333	ug/kg	03/03/22	03/04/22
Di-n-butylphthalate	ND		202	ug/kg	03/03/22	03/04/22
Fluoranthene	837		131	ug/kg	03/03/22	03/04/22
Fluorene	ND		131	ug/kg	03/03/22	03/04/22
Hexachlorobenzene	ND		131	ug/kg	03/03/22	03/04/22
Hexachlorobutadiene	ND		131	ug/kg	03/03/22	03/04/22
Hexachlorocyclopentadiene	ND		333	ug/kg	03/03/22	03/04/22
Hexachloroethane	ND		131	ug/kg	03/03/22	03/04/22
Indeno(1,2,3-cd)pyrene	286		131	ug/kg	03/03/22	03/04/22
Isophorone	ND		131	ug/kg	03/03/22	03/04/22
Naphthalene	ND		131	ug/kg	03/03/22	03/04/22
N-Nitrosodimethylamine	ND		131	ug/kg	03/03/22	03/04/22
N-Nitrosodi-n-propylamine	ND		131	ug/kg	03/03/22	03/04/22
N-Nitrosodiphenylamine	ND		131	ug/kg	03/03/22	03/04/22
Pentachlorophenol	ND		333	ug/kg	03/03/22	03/04/22
Phenanthrene	387		131	ug/kg	03/03/22	03/04/22
Pyrene	775		131	ug/kg	03/03/22	03/04/22
m&p-Cresol	ND		263	ug/kg	03/03/22	03/04/22
Pyridine	ND		131	ug/kg	03/03/22	03/04/22
Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	92.4%		30-126		03/03/22	03/04/22
<i>p-Terphenyl-d14</i>	102%		47-130		03/03/22	03/04/22
<i>2-Fluorobiphenyl</i>	90.8%		34-130		03/03/22	03/04/22
<i>Phenol-d6</i>	83.9%		30-130		03/03/22	03/04/22
<i>2,4,6-Tribromophenol</i>	96.0%		30-130		03/03/22	03/04/22
<i>2-Fluorophenol</i>	86.4%		30-130		03/03/22	03/04/22

Results: Semivolatile organic compounds

Sample: GRA-E

Lab Number: 2B23014-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
1,2,4-Trichlorobenzene	ND		128	ug/kg	03/03/22	03/04/22
1,2-Dichlorobenzene	ND		128	ug/kg	03/03/22	03/04/22
1,3-Dichlorobenzene	ND		128	ug/kg	03/03/22	03/04/22
1,4-Dichlorobenzene	ND		128	ug/kg	03/03/22	03/04/22
Phenol	ND		128	ug/kg	03/03/22	03/04/22
2,4,5-Trichlorophenol	ND		128	ug/kg	03/03/22	03/04/22
2,4,6-Trichlorophenol	ND		128	ug/kg	03/03/22	03/04/22
2,4-Dichlorophenol	ND		128	ug/kg	03/03/22	03/04/22
2,4-Dimethylphenol	ND		325	ug/kg	03/03/22	03/04/22
2,4-Dinitrophenol	ND		325	ug/kg	03/03/22	03/04/22
2,4-Dinitrotoluene	ND		128	ug/kg	03/03/22	03/04/22
2,6-Dinitrotoluene	ND		128	ug/kg	03/03/22	03/04/22
2-Chloronaphthalene	ND		128	ug/kg	03/03/22	03/04/22
2-Chlorophenol	ND		128	ug/kg	03/03/22	03/04/22
2-Methylnaphthalene	ND		128	ug/kg	03/03/22	03/04/22
Nitrobenzene	ND		128	ug/kg	03/03/22	03/04/22
2-Methylphenol	ND		128	ug/kg	03/03/22	03/04/22
2-Nitroaniline	ND		128	ug/kg	03/03/22	03/04/22
2-Nitrophenol	ND		325	ug/kg	03/03/22	03/04/22
3,3'-Dichlorobenzidine	ND		325	ug/kg	03/03/22	03/04/22
3-Nitroaniline	ND		128	ug/kg	03/03/22	03/04/22
4,6-Dinitro-2-methylphenol	ND		325	ug/kg	03/03/22	03/04/22
4-Bromophenyl phenyl ether	ND		128	ug/kg	03/03/22	03/04/22
4-Chloro-3-methylphenol	ND		128	ug/kg	03/03/22	03/04/22
4-Chloroaniline	ND		128	ug/kg	03/03/22	03/04/22
4-Chlorophenyl phenyl ether	ND		128	ug/kg	03/03/22	03/04/22
4-Nitroaniline	ND		128	ug/kg	03/03/22	03/04/22
4-Nitrophenol	ND		325	ug/kg	03/03/22	03/04/22
Acenaphthene	ND		128	ug/kg	03/03/22	03/04/22
Acenaphthylene	ND		128	ug/kg	03/03/22	03/04/22
Aniline	ND		128	ug/kg	03/03/22	03/04/22
Anthracene	ND		128	ug/kg	03/03/22	03/04/22
Benzo(a)anthracene	ND		128	ug/kg	03/03/22	03/04/22
Benzo(a)pyrene	ND		128	ug/kg	03/03/22	03/04/22
Benzo(b)fluoranthene	ND		128	ug/kg	03/03/22	03/04/22
Benzo(g,h,i)perylene	ND		128	ug/kg	03/03/22	03/04/22
Benzo(k)fluoranthene	ND		128	ug/kg	03/03/22	03/04/22
Benzoic acid	ND		985	ug/kg	03/03/22	03/04/22
Biphenyl	ND		39	ug/kg	03/03/22	03/04/22
Bis(2-chloroethoxy)methane	ND		128	ug/kg	03/03/22	03/04/22
Bis(2-chloroethyl)ether	ND		128	ug/kg	03/03/22	03/04/22
Bis(2-chloroisopropyl)ether	ND		128	ug/kg	03/03/22	03/04/22
Bis(2-ethylhexyl)phthalate	ND		394	ug/kg	03/03/22	03/04/22
Butyl benzyl phthalate	ND		128	ug/kg	03/03/22	03/04/22
Chrysene	ND		128	ug/kg	03/03/22	03/04/22
Di(n)octyl phthalate	ND		197	ug/kg	03/03/22	03/04/22
Dibenz(a,h)anthracene	ND		128	ug/kg	03/03/22	03/04/22
Dibenzofuran	ND		128	ug/kg	03/03/22	03/04/22

Results: Semivolatile organic compounds (Continued)

Sample: GRA-E (Continued)

Lab Number: 2B23014-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Diethyl phthalate	ND		128	ug/kg	03/03/22	03/04/22
Dimethyl phthalate	ND		325	ug/kg	03/03/22	03/04/22
Di-n-butylphthalate	ND		197	ug/kg	03/03/22	03/04/22
Fluoranthene	ND		128	ug/kg	03/03/22	03/04/22
Fluorene	ND		128	ug/kg	03/03/22	03/04/22
Hexachlorobenzene	ND		128	ug/kg	03/03/22	03/04/22
Hexachlorobutadiene	ND		128	ug/kg	03/03/22	03/04/22
Hexachlorocyclopentadiene	ND		325	ug/kg	03/03/22	03/04/22
Hexachloroethane	ND		128	ug/kg	03/03/22	03/04/22
Indeno(1,2,3-cd)pyrene	ND		128	ug/kg	03/03/22	03/04/22
Isophorone	ND		128	ug/kg	03/03/22	03/04/22
Naphthalene	ND		128	ug/kg	03/03/22	03/04/22
N-Nitrosodimethylamine	ND		128	ug/kg	03/03/22	03/04/22
N-Nitrosodi-n-propylamine	ND		128	ug/kg	03/03/22	03/04/22
N-Nitrosodiphenylamine	ND		128	ug/kg	03/03/22	03/04/22
Pentachlorophenol	ND		325	ug/kg	03/03/22	03/04/22
Phenanthrene	ND		128	ug/kg	03/03/22	03/04/22
Pyrene	ND		128	ug/kg	03/03/22	03/04/22
m&p-Cresol	ND		256	ug/kg	03/03/22	03/04/22
Pyridine	ND		128	ug/kg	03/03/22	03/04/22
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Surrogate(s)	Recovery%		Limits			
<i>Nitrobenzene-d5</i>	89.7%		30-126		03/03/22	03/04/22
<i>p-Terphenyl-d14</i>	106%		47-130		03/03/22	03/04/22
<i>2-Fluorobiphenyl</i>	89.8%		34-130		03/03/22	03/04/22
<i>Phenol-d6</i>	85.1%		30-130		03/03/22	03/04/22
<i>2,4,6-Tribromophenol</i>	89.5%		30-130		03/03/22	03/04/22
<i>2-Fluorophenol</i>	87.1%		30-130		03/03/22	03/04/22

Results: Polychlorinated Biphenyls (PCBs)

Sample: GRA-W

Lab Number: 2B23014-01 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Aroclor-1016	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1221	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1232	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1242	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1248	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1254	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1260	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1262	ND		66	ug/kg	03/02/22	03/03/22
Aroclor-1268	ND		66	ug/kg	03/02/22	03/03/22
PCBs (Total)	ND		66	ug/kg	03/02/22	03/03/22
Surrogate(s)	Recovery%		Limits			
<i>2,4,5,6-Tetrachloro-m-xylene (TCMX)</i>	83.1%		36.2-130		03/02/22	03/03/22
<i>Decachlorobiphenyl (DCBP)</i>	94.0%		43.3-130		03/02/22	03/03/22

Results: Polychlorinated Biphenyls (PCBs)

Sample: GRA-E

Lab Number: 2B23014-02 (Soil)

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Aroclor-1016	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1221	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1232	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1242	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1248	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1254	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1260	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1262	ND		67	ug/kg	03/02/22	03/03/22
Aroclor-1268	ND		67	ug/kg	03/02/22	03/03/22
PCBs (Total)	ND		67	ug/kg	03/02/22	03/03/22
Surrogate(s)	Recovery%		Limits			
<i>2,4,5,6-Tetrachloro-m-xylene (TCMX)</i>	94.6%		36.2-130		03/02/22	03/03/22
<i>Decachlorobiphenyl (DCBP)</i>	87.7%		43.3-130		03/02/22	03/03/22

Results: Total Petroleum Hydrocarbons**Sample: GRA-W****Lab Number: 2B23014-01 (Soil)**

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Total Petroleum Hydrocarbons	45		27	mg/kg	02/26/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Chlorooctadecane</i>	<i>100%</i>		<i>56.5-114</i>		02/26/22	03/01/22

Results: Total Petroleum Hydrocarbons**Sample: GRA-E****Lab Number: 2B23014-02 (Soil)**

Analyte	Result	Qual	Reporting Limit	Units	Date Prepared	Date Analyzed
Total Petroleum Hydrocarbons	ND		27	mg/kg	02/26/22	03/01/22
Surrogate(s)	Recovery%		Limits			
<i>Chlorooctadecane</i>	72.4%		56.5-114		02/26/22	03/01/22

Quality Control

General Chemistry

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1207 - pH										
LCS (B2B1207-BS1)										
pH	7.0			SU	7.00		100	0-200		
LCS (B2B1207-BS2)										
pH	7.1			SU	7.00		101	0-200		
Duplicate (B2B1207-DUP1)										
			Source: 2B22010-21							
pH	7.1			SU		7.2			0.420	200
Batch: B2C0163 - Flashpoint-EPA 1010A-Mod										
LCS (B2C0163-BS1)										
Flashpoint	84		70	degrees F	80.0		105	90-110		
Duplicate (B2C0163-DUP1)										
			Source: 2B23030-05							
Flashpoint	> 200		70	degrees F		ND				20

**Quality Control
(Continued)**

Total Metals

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1084 - Metals Cold-Vapor Mercury										
Blank (B2B1084-BLK1)					Prepared & Analyzed: 02/24/22					
Mercury	ND		0.035	mg/kg						
LCS (B2B1084-BS1)					Prepared & Analyzed: 02/24/22					
Mercury	0.070		0.035	mg/kg	0.0714		98.0	93-114		
LCS Dup (B2B1084-BSD1)					Prepared & Analyzed: 02/24/22					
Mercury	0.070		0.035	mg/kg	0.0714		98.0	93-114	0.00	200
Matrix Spike (B2B1084-MS1)			Source: 2B23030-05		Prepared: 02/24/22 Analyzed: 03/01/22					
Mercury	0.192		0.053	mg/kg dry	0.108	0.090	93.8	80-120		
Matrix Spike Dup (B2B1084-MSD1)			Source: 2B23030-05		Prepared: 02/24/22 Analyzed: 03/01/22					
Mercury	0.193		0.053	mg/kg dry	0.108	0.090	95.3	80-120	0.527	20
Batch: B2B1093 - Metals Digestion Soils										
Blank (B2B1093-BLK1)					Prepared: 02/24/22 Analyzed: 03/01/22					
Selenium	ND		1.00	mg/kg						
Barium	ND		0.33	mg/kg						
Chromium	ND		0.50	mg/kg						
Lead	ND		0.50	mg/kg						
Cadmium	ND		0.50	mg/kg						
Arsenic	ND		1.00	mg/kg						
Silver	ND		1.00	mg/kg						
LCS (B2B1093-BS1)					Prepared: 02/24/22 Analyzed: 03/01/22					
Lead	99.2		0.50	mg/kg	100		99.2	85-115		
Chromium	95.7		0.50	mg/kg	100		95.7	85-115		
Cadmium	94.5		0.50	mg/kg	100		94.5	85-115		
Selenium	22.0		1.00	mg/kg	20.0		110	85-115		
Silver	38.5		1.00	mg/kg	40.0		96.3	85-115		
Barium	96.4		0.33	mg/kg	100		96.4	85-115		
Arsenic	20.2		1.00	mg/kg	20.0		101	85-115		

Quality Control
(Continued)

Total Metals (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1093 - Metals Digestion Soils (Continued)										
LCS Dup (B2B1093-BSD1)			Prepared: 02/24/22 Analyzed: 03/01/22							
Lead	97.2		0.50	mg/kg	100		97.2	85-115	2.03	200
Silver	38.4		1.00	mg/kg	40.0		95.9	85-115	0.400	200
Selenium	21.4		1.00	mg/kg	20.0		107	85-115	2.62	200
Arsenic	19.8		1.00	mg/kg	20.0		98.9	85-115	1.89	200
Chromium	95.1		0.50	mg/kg	100		95.1	85-115	0.630	200
Barium	95.3		0.33	mg/kg	100		95.3	85-115	1.12	200
Cadmium	93.9		0.50	mg/kg	100		93.9	85-115	0.724	200
Matrix Spike (B2B1093-MS2)			Source: 2B23030-05		Prepared: 02/24/22 Analyzed: 03/01/22					
Selenium	ND		0.72	mg/kg dry	14.5	ND		75-125		
Arsenic	16.0		0.72	mg/kg dry	14.5	3.16	88.3	75-125		
Barium	174		0.24	mg/kg dry	72.4	54.2	166	75-125		
Silver	22.4		0.72	mg/kg dry	29.0	ND	77.5	75-125		
Lead	149		0.36	mg/kg dry	72.4	94.1	76.1	75-125		
Cadmium	68.7		0.36	mg/kg dry	72.4	1.66	92.6	75-125		
Chromium	103		0.36	mg/kg dry	72.4	38.3	89.7	75-125		
Matrix Spike Dup (B2B1093-MSD2)			Source: 2B23030-05		Prepared: 02/24/22 Analyzed: 03/01/22					
Silver	27.9		0.80	mg/kg dry	32.1	ND	86.7	75-125	11.3	20
Lead	151		0.40	mg/kg dry	80.4	94.1	70.8	75-125	1.21	20
Cadmium	78.0		0.40	mg/kg dry	80.4	1.66	95.0	75-125	12.7	20
Barium	137		0.27	mg/kg dry	80.4	54.2	103	75-125	23.9	20
Chromium	122		0.40	mg/kg dry	80.4	38.3	105	75-125	16.9	20
Arsenic	17.7		0.80	mg/kg dry	16.1	3.16	90.7	75-125	2.66	20
Selenium	ND		0.80	mg/kg dry	16.1	ND		75-125		20

Quality Control
(Continued)

Volatile Organic Compounds

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1220 - Purge-Trap					Prepared & Analyzed: 02/25/22					
Blank (B2B1220-BLK1)										
Acetone	ND		250	ug/kg						
Benzene	ND		50	ug/kg						
Bromobenzene	ND		50	ug/kg						
Bromochloromethane	ND		50	ug/kg						
Bromodichloromethane	ND		50	ug/kg						
Bromoform	ND		50	ug/kg						
Bromomethane	ND		50	ug/kg						
2-Butanone	ND		250	ug/kg						
tert-Butyl alcohol	ND		250	ug/kg						
sec-Butylbenzene	ND		50	ug/kg						
n-Butylbenzene	ND		50	ug/kg						
tert-Butylbenzene	ND		50	ug/kg						
Methyl t-butyl ether (MTBE)	ND		50	ug/kg						
Carbon Disulfide	ND		50	ug/kg						
Carbon Tetrachloride	ND		50	ug/kg						
Chlorobenzene	ND		50	ug/kg						
Chloroethane	ND		50	ug/kg						
Chloroform	ND		50	ug/kg						
Chloromethane	ND		50	ug/kg						
4-Chlorotoluene	ND		50	ug/kg						
2-Chlorotoluene	ND		50	ug/kg						
1,2-Dibromo-3-chloropropane (DBCP)	ND		50	ug/kg						
Dibromochloromethane	ND		50	ug/kg						
1,2-Dibromoethane (EDB)	ND		50	ug/kg						
Dibromomethane	ND		50	ug/kg						
1,2-Dichlorobenzene	ND		50	ug/kg						
1,3-Dichlorobenzene	ND		50	ug/kg						
1,4-Dichlorobenzene	ND		50	ug/kg						
1,1-Dichloroethane	ND		50	ug/kg						
1,2-Dichloroethane	ND		50	ug/kg						
trans-1,2-Dichloroethene	ND		50	ug/kg						
cis-1,2-Dichloroethene	ND		50	ug/kg						
1,1-Dichloroethene	ND		50	ug/kg						
1,2-Dichloropropane	ND		50	ug/kg						
2,2-Dichloropropane	ND		50	ug/kg						
cis-1,3-Dichloropropene	ND		50	ug/kg						
trans-1,3-Dichloropropene	ND		50	ug/kg						
1,1-Dichloropropene	ND		50	ug/kg						
1,3-Dichloropropene (cis + trans)	ND		100	ug/kg						
Diethyl ether	ND		250	ug/kg						
1,4-Dioxane	ND		25000	ug/kg						
Ethylbenzene	ND		50	ug/kg						
Hexachlorobutadiene	ND		50	ug/kg						
2-Hexanone	ND		250	ug/kg						
Isopropylbenzene	ND		50	ug/kg						
p-Isopropyltoluene	ND		50	ug/kg						
Methylene Chloride	ND		100	ug/kg						
4-Methyl-2-pentanone	ND		250	ug/kg						
Naphthalene	ND		50	ug/kg						
n-Propylbenzene	ND		50	ug/kg						
Styrene	ND		50	ug/kg						
1,1,1,2-Tetrachloroethane	ND		50	ug/kg						
Tetrachloroethene	ND		50	ug/kg						
Tetrahydrofuran	ND		250	ug/kg						
Toluene	ND		50	ug/kg						
1,2,4-Trichlorobenzene	ND		50	ug/kg						
1,2,3-Trichlorobenzene	ND		50	ug/kg						

Quality Control
(Continued)

Volatile Organic Compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1220 - Purge-Trap (Continued)										
Blank (B2B1220-BLK1)					Prepared & Analyzed: 02/25/22					
1,1,2-Trichloroethane	ND		50	ug/kg						
1,1,1-Trichloroethane	ND		50	ug/kg						
Trichloroethene	ND		50	ug/kg						
1,2,3-Trichloropropane	ND		50	ug/kg						
1,3,5-Trimethylbenzene	ND		50	ug/kg						
1,2,4-Trimethylbenzene	ND		50	ug/kg						
Vinyl Chloride	ND		50	ug/kg						
o-Xylene	ND		50	ug/kg						
m&p-Xylene	ND		100	ug/kg						
Total xylenes	ND		50	ug/kg						
1,1,2,2-Tetrachloroethane	ND		50	ug/kg						
tert-Amyl methyl ether	ND		50	ug/kg						
1,3-Dichloropropane	ND		50	ug/kg						
Ethyl tert-butyl ether	ND		50	ug/kg						
Diisopropyl ether	ND		50	ug/kg						
Trichlorofluoromethane	ND		50	ug/kg						
Dichlorodifluoromethane	ND		50	ug/kg						
<hr/>										
<i>Surrogate: 4-Bromofluorobenzene</i>			<i>48.5</i>	<i>ug/l</i>	<i>50.0</i>		<i>97.0</i>	<i>70-130</i>		
<i>Surrogate: 1,2-Dichloroethane-d4</i>			<i>48.5</i>	<i>ug/l</i>	<i>50.0</i>		<i>97.0</i>	<i>70-130</i>		
<i>Surrogate: Toluene-d8</i>			<i>50.4</i>	<i>ug/l</i>	<i>50.0</i>		<i>101</i>	<i>70-130</i>		
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LCS (B2B1220-BS1)					Prepared & Analyzed: 02/25/22					
Acetone	171			ug/l	50.0		342	70-130		
Benzene	51			ug/l	50.0		101	70-130		
Bromobenzene	47			ug/l	50.0		95.0	70-130		
Bromochloromethane	44			ug/l	50.0		87.1	70-130		
Bromodichloromethane	49			ug/l	50.0		97.6	70-130		
Bromoform	41			ug/l	50.0		82.7	70-130		
Bromomethane	48			ug/l	50.0		96.3	70-130		
2-Butanone	62			ug/l	50.0		124	70-130		
tert-Butyl alcohol	55			ug/l	50.0		109	70-130		
sec-Butylbenzene	50			ug/l	50.0		99.8	70-130		
n-Butylbenzene	51			ug/l	50.0		101	70-130		
tert-Butylbenzene	47			ug/l	50.0		94.3	70-130		
Methyl t-butyl ether (MTBE)	51			ug/l	50.0		103	70-130		
Carbon Disulfide	50			ug/l	50.0		101	70-130		
Carbon Tetrachloride	42			ug/l	50.0		83.6	70-130		
Chlorobenzene	47			ug/l	50.0		94.6	70-130		
Chloroethane	63			ug/l	50.0		127	70-130		
Chloroform	46			ug/l	50.0		92.8	70-130		
Chloromethane	57			ug/l	50.0		115	70-130		
4-Chlorotoluene	49			ug/l	50.0		98.8	70-130		
2-Chlorotoluene	49			ug/l	50.0		97.1	70-130		
1,2-Dibromo-3-chloropropane (DBCP)	36			ug/l	50.0		71.7	70-130		
Dibromochloromethane	46			ug/l	50.0		91.0	70-130		
1,2-Dibromoethane (EDB)	51			ug/l	50.0		102	70-130		
Dibromomethane	50			ug/l	50.0		101	70-130		
1,2-Dichlorobenzene	47			ug/l	50.0		93.3	70-130		
1,3-Dichlorobenzene	48			ug/l	50.0		96.7	70-130		
1,4-Dichlorobenzene	47			ug/l	50.0		93.8	70-130		
1,1-Dichloroethane	50			ug/l	50.0		100	70-130		
1,2-Dichloroethane	52			ug/l	50.0		103	70-130		
trans-1,2-Dichloroethene	44			ug/l	50.0		88.8	70-130		
cis-1,2-Dichloroethene	42			ug/l	50.0		84.1	70-130		
1,1-Dichloroethene	48			ug/l	50.0		96.6	70-130		
1,2-Dichloropropane	54			ug/l	50.0		107	70-130		
2,2-Dichloropropane	59			ug/l	50.0		119	70-130		

Quality Control
(Continued)

Volatile Organic Compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1220 - Purge-Trap (Continued)										
LCS (B2B1220-BS1)					Prepared & Analyzed: 02/25/22					
cis-1,3-Dichloropropene	53			ug/l	50.0		106	70-130		
trans-1,3-Dichloropropene	55			ug/l	50.0		110	70-130		
1,1-Dichloropropene	48			ug/l	50.0		96.7	70-130		
Diethyl ether	52			ug/l	50.0		105	70-130		
1,4-Dioxane	274			ug/l	250		110	0-200		
Ethylbenzene	47			ug/l	50.0		93.8	70-130		
Hexachlorobutadiene	32			ug/l	50.0		64.5	70-130		
2-Hexanone	58			ug/l	50.0		116	70-130		
Isopropylbenzene	47			ug/l	50.0		94.3	70-130		
p-Isopropyltoluene	51			ug/l	50.0		102	70-130		
Methylene Chloride	72			ug/l	50.0		145	60-140		
4-Methyl-2-pentanone	59			ug/l	50.0		118	70-130		
Naphthalene	27			ug/l	50.0		53.7	70-130		
n-Propylbenzene	52			ug/l	50.0		103	70-130		
Styrene	49			ug/l	50.0		98.0	70-130		
1,1,1,2-Tetrachloroethane	46			ug/l	50.0		92.0	70-130		
Tetrachloroethene	47			ug/l	50.0		93.5	70-130		
Tetrahydrofuran	51			ug/l	50.0		102	70-130		
Toluene	48			ug/l	50.0		95.6	70-130		
1,2,4-Trichlorobenzene	36			ug/l	50.0		72.9	70-130		
1,2,3-Trichlorobenzene	37			ug/l	50.0		73.3	70-130		
1,1,2-Trichloroethane	51			ug/l	50.0		102	70-130		
1,1,1-Trichloroethane	47			ug/l	50.0		94.1	70-130		
Trichloroethene	45			ug/l	50.0		90.5	70-130		
1,2,3-Trichloropropane	50			ug/l	50.0		100	70-130		
1,3,5-Trimethylbenzene	49			ug/l	50.0		98.8	70-130		
1,2,4-Trimethylbenzene	51			ug/l	50.0		102	70-130		
Vinyl Chloride	53			ug/l	50.0		105	70-130		
o-Xylene	48			ug/l	50.0		96.9	70-130		
m&p-Xylene	94			ug/l	100		93.7	70-130		
1,1,1,2,2-Tetrachloroethane	46			ug/l	50.0		92.2	70-130		
tert-Amyl methyl ether	54			ug/l	50.0		107	70-130		
1,3-Dichloropropane	52			ug/l	50.0		105	70-130		
Ethyl tert-butyl ether	55			ug/l	50.0		109	70-130		
Diisopropyl ether	62			ug/l	50.0		124	70-130		
Trichlorofluoromethane	41			ug/l	50.0		81.7	70-130		
Dichlorodifluoromethane	50			ug/l	50.0		100	70-130		
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Surrogate: 4-Bromofluorobenzene			51.1	ug/l	50.0		102	70-130		
Surrogate: 1,2-Dichloroethane-d4			55.8	ug/l	50.0		112	70-130		
Surrogate: Toluene-d8			50.7	ug/l	50.0		101	70-130		

Quality Control
(Continued)

Volatile Organic Compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1220 - Purge-Trap (Continued)					Prepared & Analyzed: 02/25/22					
LCS Dup (B2B1220-BSD1)										
Acetone	162			ug/l	50.0		325	70-130	5.20	30
Benzene	48			ug/l	50.0		96.7	70-130	4.45	30
Bromobenzene	47			ug/l	50.0		94.8	70-130	0.190	30
Bromochloromethane	44			ug/l	50.0		87.3	70-130	0.161	30
Bromodichloromethane	48			ug/l	50.0		95.5	70-130	2.18	30
Bromoform	42			ug/l	50.0		83.0	70-130	0.338	30
Bromomethane	51			ug/l	50.0		102	70-130	6.16	30
2-Butanone	61			ug/l	50.0		121	70-130	2.46	30
tert-Butyl alcohol	53			ug/l	50.0		107	70-130	2.11	30
sec-Butylbenzene	49			ug/l	50.0		98.1	70-130	1.66	30
n-Butylbenzene	50			ug/l	50.0		100	70-130	0.892	30
tert-Butylbenzene	46			ug/l	50.0		92.9	70-130	1.50	30
Methyl t-butyl ether (MTBE)	51			ug/l	50.0		103	70-130	0.0779	30
Carbon Disulfide	50			ug/l	50.0		99.7	70-130	1.02	30
Carbon Tetrachloride	42			ug/l	50.0		84.2	70-130	0.739	30
Chlorobenzene	47			ug/l	50.0		94.4	70-130	0.169	30
Chloroethane	88			ug/l	50.0		176	70-130	32.5	30
Chloroform	47			ug/l	50.0		93.5	70-130	0.773	30
Chloromethane	55			ug/l	50.0		109	70-130	5.12	30
4-Chlorotoluene	49			ug/l	50.0		98.1	70-130	0.732	30
2-Chlorotoluene	48			ug/l	50.0		95.7	70-130	1.45	30
1,2-Dibromo-3-chloropropane (DBCP)	37			ug/l	50.0		74.7	70-130	4.04	30
Dibromochloromethane	42			ug/l	50.0		84.3	70-130	7.71	30
1,2-Dibromoethane (EDB)	49			ug/l	50.0		97.6	70-130	4.33	30
Dibromomethane	50			ug/l	50.0		101	70-130	0.0991	30
1,2-Dichlorobenzene	47			ug/l	50.0		94.0	70-130	0.748	30
1,3-Dichlorobenzene	47			ug/l	50.0		95.0	70-130	1.84	30
1,4-Dichlorobenzene	47			ug/l	50.0		94.3	70-130	0.468	30
1,1-Dichloroethane	51			ug/l	50.0		102	70-130	1.84	30
1,2-Dichloroethane	51			ug/l	50.0		102	70-130	0.878	30
trans-1,2-Dichloroethene	46			ug/l	50.0		91.5	70-130	3.04	30
cis-1,2-Dichloroethene	41			ug/l	50.0		82.9	70-130	1.41	30
1,1-Dichloroethene	47			ug/l	50.0		93.9	70-130	2.88	30
1,2-Dichloropropane	52			ug/l	50.0		105	70-130	2.00	30
2,2-Dichloropropane	57			ug/l	50.0		114	70-130	4.26	30
cis-1,3-Dichloropropene	51			ug/l	50.0		103	70-130	3.50	30
trans-1,3-Dichloropropene	53			ug/l	50.0		106	70-130	3.83	30
1,1-Dichloropropene	47			ug/l	50.0		94.4	70-130	2.39	30
Diethyl ether	53			ug/l	50.0		105	70-130	0.781	30
1,4-Dioxane	270			ug/l	250		108	0-200	1.42	40
Ethylbenzene	47			ug/l	50.0		93.0	70-130	0.856	30
Hexachlorobutadiene	34			ug/l	50.0		68.3	70-130	5.66	30
2-Hexanone	60			ug/l	50.0		119	70-130	3.10	30
Isopropylbenzene	47			ug/l	50.0		93.8	70-130	0.532	30
p-Isopropyltoluene	50			ug/l	50.0		100	70-130	1.31	30
Methylene Chloride	75			ug/l	50.0		151	60-140	3.98	30
4-Methyl-2-pentanone	59			ug/l	50.0		118	70-130	0.0338	30
Naphthalene	31			ug/l	50.0		61.9	70-130	14.2	30
n-Propylbenzene	51			ug/l	50.0		101	70-130	2.00	30
Styrene	49			ug/l	50.0		98.9	70-130	0.934	30
1,1,1,2-Tetrachloroethane	47			ug/l	50.0		93.4	70-130	1.53	30
Tetrachloroethene	46			ug/l	50.0		92.3	70-130	1.27	30
Tetrahydrofuran	50			ug/l	50.0		101	70-130	1.45	30
Toluene	46			ug/l	50.0		91.3	70-130	4.64	30
1,2,4-Trichlorobenzene	38			ug/l	50.0		76.1	70-130	4.32	30
1,2,3-Trichlorobenzene	38			ug/l	50.0		75.2	70-130	2.56	30
1,1,2-Trichloroethane	49			ug/l	50.0		97.5	70-130	4.30	30

**Quality Control
(Continued)**

Volatile Organic Compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1220 - Purge-Trap (Continued)										
LCS Dup (B2B1220-BSD1)					Prepared & Analyzed: 02/25/22					
1,1,1-Trichloroethane	46			ug/l	50.0		91.1	70-130	3.22	30
Trichloroethene	43			ug/l	50.0		86.3	70-130	4.75	30
1,2,3-Trichloropropane	50			ug/l	50.0		100	70-130	0.399	30
1,3,5-Trimethylbenzene	49			ug/l	50.0		97.6	70-130	1.20	30
1,2,4-Trimethylbenzene	50			ug/l	50.0		99.8	70-130	2.69	30
Vinyl Chloride	52			ug/l	50.0		105	70-130	0.323	30
o-Xylene	48			ug/l	50.0		95.6	70-130	1.41	30
m&p-Xylene	92			ug/l	100		92.2	70-130	1.63	30
1,1,2,2-Tetrachloroethane	46			ug/l	50.0		92.4	70-130	0.173	30
tert-Amyl methyl ether	54			ug/l	50.0		107	70-130	0.242	30
1,3-Dichloropropane	52			ug/l	50.0		103	70-130	1.87	30
Ethyl tert-butyl ether	55			ug/l	50.0		109	70-130	0.0917	30
Diisopropyl ether	60			ug/l	50.0		119	70-130	4.03	30
Trichlorofluoromethane	42			ug/l	50.0		84.4	70-130	3.23	30
Dichlorodifluoromethane	49			ug/l	50.0		98.0	70-130	2.00	30

Surrogate: 4-Bromofluorobenzene			51.4	ug/l	50.0		103	70-130		
Surrogate: 1,2-Dichloroethane-d4			54.3	ug/l	50.0		109	70-130		
Surrogate: Toluene-d8			49.0	ug/l	50.0		98.1	70-130		

Quality Control
(Continued)

Semivolatile organic compounds

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2C0164 - EPA 3546										
Blank (B2C0164-BLK1)										
					Prepared: 03/03/22 Analyzed: 03/04/22					
1,2,4-Trichlorobenzene	ND		130	ug/kg						
1,2-Dichlorobenzene	ND		130	ug/kg						
1,3-Dichlorobenzene	ND		130	ug/kg						
1,4-Dichlorobenzene	ND		130	ug/kg						
Phenol	ND		130	ug/kg						
2,4,5-Trichlorophenol	ND		130	ug/kg						
2,4,6-Trichlorophenol	ND		130	ug/kg						
2,4-Dichlorophenol	ND		130	ug/kg						
2,4-Dimethylphenol	ND		330	ug/kg						
2,4-Dinitrophenol	ND		330	ug/kg						
2,4-Dinitrotoluene	ND		130	ug/kg						
2,6-Dinitrotoluene	ND		130	ug/kg						
2-Chloronaphthalene	ND		130	ug/kg						
2-Chlorophenol	ND		130	ug/kg						
2-Methylnaphthalene	ND		130	ug/kg						
Nitrobenzene	ND		130	ug/kg						
2-Methylphenol	ND		130	ug/kg						
2-Nitroaniline	ND		130	ug/kg						
2-Nitrophenol	ND		330	ug/kg						
3,3'-Dichlorobenzidine	ND		330	ug/kg						
3-Nitroaniline	ND		130	ug/kg						
4,6-Dinitro-2-methylphenol	ND		330	ug/kg						
4-Bromophenyl phenyl ether	ND		130	ug/kg						
4-Chloro-3-methylphenol	ND		130	ug/kg						
4-Chloroaniline	ND		130	ug/kg						
4-Chlorophenyl phenyl ether	ND		130	ug/kg						
4-Nitroaniline	ND		130	ug/kg						
4-Nitrophenol	ND		330	ug/kg						
Acenaphthene	ND		130	ug/kg						
Acenaphthylene	ND		130	ug/kg						
Aniline	ND		130	ug/kg						
Anthracene	ND		130	ug/kg						
Benzo(a)anthracene	ND		130	ug/kg						
Benzo(a)pyrene	ND		130	ug/kg						
Benzo(b)fluoranthene	ND		130	ug/kg						
Benzo(g,h,i)perylene	ND		130	ug/kg						
Benzo(k)fluoranthene	ND		130	ug/kg						
Benzoic acid	ND		1000	ug/kg						
Biphenyl	ND		40	ug/kg						
Bis(2-chloroethoxy)methane	ND		130	ug/kg						
Bis(2-chloroethyl)ether	ND		130	ug/kg						
Bis(2-chloroisopropyl)ether	ND		130	ug/kg						
Bis(2-ethylhexyl)phthalate	ND		400	ug/kg						
Butyl benzyl phthalate	ND		130	ug/kg						
Chrysene	ND		130	ug/kg						
Di(n)octyl phthalate	ND		200	ug/kg						
Dibenz(a,h)anthracene	ND		130	ug/kg						
Dibenzofuran	ND		130	ug/kg						
Diethyl phthalate	ND		130	ug/kg						
Dimethyl phthalate	ND		330	ug/kg						
Di-n-butylphthalate	ND		200	ug/kg						
Fluoranthene	ND		130	ug/kg						
Fluorene	ND		130	ug/kg						
Hexachlorobenzene	ND		130	ug/kg						
Hexachlorobutadiene	ND		130	ug/kg						
Hexachlorocyclopentadiene	ND		330	ug/kg						
Hexachloroethane	ND		130	ug/kg						

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2C0164 - EPA 3546 (Continued)										
Blank (B2C0164-BLK1)										
					Prepared: 03/03/22 Analyzed: 03/04/22					
Indeno(1,2,3-cd)pyrene	ND		130	ug/kg						
Isophorone	ND		130	ug/kg						
Naphthalene	ND		130	ug/kg						
N-Nitrosodimethylamine	ND		130	ug/kg						
N-Nitrosodi-n-propylamine	ND		130	ug/kg						
N-Nitrosodiphenylamine	ND		130	ug/kg						
Pentachlorophenol	ND		330	ug/kg						
Phenanthrene	ND		130	ug/kg						
Pyrene	ND		130	ug/kg						
m&p-Cresol	ND		260	ug/kg						
Pyridine	ND		130	ug/kg						
<i>Surrogate: Nitrobenzene-d5</i>			2970	ug/kg	3330		89.2	30-126		
<i>Surrogate: p-Terphenyl-d14</i>			3360	ug/kg	3330		101	47-130		
<i>Surrogate: 2-Fluorobiphenyl</i>			2800	ug/kg	3330		83.9	34-130		
<i>Surrogate: Phenol-d6</i>			2740	ug/kg	3330		82.2	30-130		
<i>Surrogate: 2,4,6-Tribromophenol</i>			2310	ug/kg	3330		69.3	30-130		
<i>Surrogate: 2-Fluorophenol</i>			2760	ug/kg	3330		82.9	30-130		
LCS (B2C0164-BS1)										
					Prepared: 03/03/22 Analyzed: 03/04/22					
1,2,4-Trichlorobenzene	2570		130	ug/kg	3330		77.0	40-130		
1,2-Dichlorobenzene	2510		130	ug/kg	3330		75.2	40-130		
1,3-Dichlorobenzene	2430		130	ug/kg	3330		72.9	40-130		
1,4-Dichlorobenzene	2430		130	ug/kg	3330		72.8	40-130		
Phenol	2660		130	ug/kg	3330		79.7	40-130		
2,4,5-Trichlorophenol	2470		130	ug/kg	3330		74.0	40-130		
2,4,6-Trichlorophenol	2540		130	ug/kg	3330		76.3	40-130		
2,4-Dichlorophenol	2640		130	ug/kg	3330		79.3	40-130		
2,4-Dimethylphenol	2500		330	ug/kg	3330		75.1	40-130		
2,4-Dinitrotoluene	3050		130	ug/kg	3330		91.6	40-130		
2,6-Dinitrotoluene	2980		130	ug/kg	3330		89.3	40-130		
2-Chloronaphthalene	2620		130	ug/kg	3330		78.5	40-130		
2-Chlorophenol	2580		130	ug/kg	3330		77.5	40-130		
2-Methylnaphthalene	2560		130	ug/kg	3330		76.9	40-130		
Nitrobenzene	2690		130	ug/kg	3330		80.8	40-130		
2-Methylphenol	2620		130	ug/kg	3330		78.7	40-130		
2-Nitroaniline	3100		130	ug/kg	3330		92.9	40-130		
2-Nitrophenol	2470		330	ug/kg	3330		74.0	40-130		
3-Nitroaniline	2950		130	ug/kg	3330		88.4	40-130		
4,6-Dinitro-2-methylphenol	457		330	ug/kg	3330		13.7	40-130		
4-Bromophenyl phenyl ether	2940		130	ug/kg	3330		88.2	40-130		
4-Chloro-3-methylphenol	2800		130	ug/kg	3330		84.0	40-130		
4-Chlorophenyl phenyl ether	2850		130	ug/kg	3330		85.5	40-130		
4-Nitroaniline	3050		130	ug/kg	3330		91.6	40-130		
4-Nitrophenol	3290		330	ug/kg	3330		98.7	40-130		
Acenaphthene	2730		130	ug/kg	3330		82.0	40-130		
Acenaphthylene	2690		130	ug/kg	3330		80.8	40-130		
Anthracene	2800		130	ug/kg	3330		84.0	40-130		
Benzo(a)anthracene	2900		130	ug/kg	3330		86.9	40-130		
Benzo(a)pyrene	3100		130	ug/kg	3330		93.0	40-130		
Benzo(b)fluoranthene	3260		130	ug/kg	3330		97.8	40-130		
Benzo(g,h,i)perylene	2920		130	ug/kg	3330		87.6	40-130		
Benzo(k)fluoranthene	3340		130	ug/kg	3330		100	40-130		
Biphenyl	679		40	ug/kg	833		81.5	40-130		
Bis(2-chloroethoxy)methane	2810		130	ug/kg	3330		84.4	40-130		
Bis(2-chloroethyl)ether	2670		130	ug/kg	3330		80.1	40-130		
Bis(2-chloroisopropyl)ether	3000		130	ug/kg	3330		90.1	40-130		
Bis(2-ethylhexyl)phthalate	3350		400	ug/kg	3330		100	40-130		

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2C0164 - EPA 3546 (Continued)										
LCS (B2C0164-BS1)										
					Prepared: 03/03/22 Analyzed: 03/04/22					
Butyl benzyl phthalate	3290		130	ug/kg	3330		98.6	40-130		
Chrysene	3020		130	ug/kg	3330		90.6	40-130		
Di(n)octyl phthalate	3710		200	ug/kg	3330		111	40-130		
Dibenz(a,h)anthracene	2970		130	ug/kg	3330		89.2	40-130		
Dibenzofuran	2690		130	ug/kg	3330		80.8	40-130		
Diethyl phthalate	3010		130	ug/kg	3330		90.2	40-130		
Dimethyl phthalate	2850		330	ug/kg	3330		85.4	40-130		
Di-n-butylphthalate	3120		200	ug/kg	3330		93.5	40-130		
Fluoranthene	2970		130	ug/kg	3330		89.0	40-130		
Fluorene	2880		130	ug/kg	3330		86.5	40-130		
Hexachlorobenzene	2850		130	ug/kg	3330		85.4	40-130		
Hexachlorobutadiene	2780		130	ug/kg	3330		83.4	40-130		
Hexachlorocyclopentadiene	2650		330	ug/kg	3330		79.4	40-130		
Hexachloroethane	2520		130	ug/kg	3330		75.5	40-130		
Indeno(1,2,3-cd)pyrene	2890		130	ug/kg	3330		86.6	40-130		
Isophorone	2780		130	ug/kg	3330		83.4	40-130		
Naphthalene	2540		130	ug/kg	3330		76.3	40-130		
N-Nitrosodimethylamine	2820		130	ug/kg	3330		84.6	40-130		
N-Nitrosodi-n-propylamine	2670		130	ug/kg	3330		80.1	40-130		
N-Nitrosodiphenylamine	3650		130	ug/kg	3330		109	40-130		
Pentachlorophenol	1500		330	ug/kg	3330		44.9	40-130		
Phenanthrene	2830		130	ug/kg	3330		85.0	40-130		
Pyrene	2930		130	ug/kg	3330		87.9	40-130		
m&p-Cresol	2670		260	ug/kg	3330		80.0	40-130		
<hr/>										
Surrogate: Nitrobenzene-d5			2880	ug/kg	3330		86.3	30-126		
Surrogate: p-Terphenyl-d14			3160	ug/kg	3330		94.8	47-130		
Surrogate: 2-Fluorobiphenyl			2780	ug/kg	3330		83.5	34-130		
Surrogate: Phenol-d6			2750	ug/kg	3330		82.4	30-130		
Surrogate: 2,4,6-Tribromophenol			2790	ug/kg	3330		83.8	30-130		
Surrogate: 2-Fluorophenol			2690	ug/kg	3330		80.6	30-130		

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2C0164 - EPA 3546 (Continued)										
LCS Dup (B2C0164-BSD1)										
					Prepared: 03/03/22 Analyzed: 03/04/22					
1,2,4-Trichlorobenzene	2580		130	ug/kg	3330		77.4	40-130	0.518	30
1,2-Dichlorobenzene	2520		130	ug/kg	3330		75.5	40-130	0.451	30
1,3-Dichlorobenzene	2460		130	ug/kg	3330		73.8	40-130	1.28	30
1,4-Dichlorobenzene	2460		130	ug/kg	3330		73.8	40-130	1.34	30
Phenol	2680		130	ug/kg	3330		80.4	40-130	0.974	30
2,4,5-Trichlorophenol	2310		130	ug/kg	3330		69.3	40-130	6.56	30
2,4,6-Trichlorophenol	2420		130	ug/kg	3330		72.5	40-130	5.00	30
2,4-Dichlorophenol	2540		130	ug/kg	3330		76.3	40-130	3.85	30
2,4-Dimethylphenol	2370		330	ug/kg	3330		71.1	40-130	5.47	30
2,4-Dinitrotoluene	2930		130	ug/kg	3330		87.9	40-130	4.03	30
2,6-Dinitrotoluene	2820		130	ug/kg	3330		84.7	40-130	5.24	30
2-Chloronaphthalene	2550		130	ug/kg	3330		76.6	40-130	2.37	30
2-Chlorophenol	2560		130	ug/kg	3330		76.7	40-130	1.04	30
2-Methylnaphthalene	2550		130	ug/kg	3330		76.4	40-130	0.678	30
Nitrobenzene	2790		130	ug/kg	3330		83.7	40-130	3.50	30
2-Methylphenol	2590		130	ug/kg	3330		77.7	40-130	1.36	30
2-Nitroaniline	3040		130	ug/kg	3330		91.1	40-130	1.87	30
2-Nitrophenol	2430		330	ug/kg	3330		73.0	40-130	1.41	30
3-Nitroaniline	2730		130	ug/kg	3330		82.0	40-130	7.53	30
4,6-Dinitro-2-methylphenol	969		330	ug/kg	3330		29.1	40-130	71.8	30
4-Bromophenyl phenyl ether	2750		130	ug/kg	3330		82.4	40-130	6.78	30
4-Chloro-3-methylphenol	2810		130	ug/kg	3330		84.3	40-130	0.309	30
4-Chlorophenyl phenyl ether	2770		130	ug/kg	3330		83.0	40-130	2.99	30
4-Nitroaniline	3010		130	ug/kg	3330		90.4	40-130	1.32	30
4-Nitrophenol	3150		330	ug/kg	3330		94.6	40-130	4.22	30
Acenaphthene	2640		130	ug/kg	3330		79.3	40-130	3.40	30
Acenaphthylene	2590		130	ug/kg	3330		77.6	40-130	3.99	30
Anthracene	2650		130	ug/kg	3330		79.4	40-130	5.61	30
Benzo(a)anthracene	2690		130	ug/kg	3330		80.7	40-130	7.38	30
Benzo(a)pyrene	2860		130	ug/kg	3330		85.7	40-130	8.13	30
Benzo(b)fluoranthene	3030		130	ug/kg	3330		90.8	40-130	7.49	30
Benzo(g,h,i)perylene	2610		130	ug/kg	3330		78.4	40-130	11.1	30
Benzo(k)fluoranthene	3050		130	ug/kg	3330		91.6	40-130	8.93	30
Biphenyl	674		40	ug/kg	833		80.9	40-130	0.788	30
Bis(2-chloroethoxy)methane	2810		130	ug/kg	3330		84.4	40-130	0.0237	30
Bis(2-chloroethyl)ether	2630		130	ug/kg	3330		78.9	40-130	1.51	30
Bis(2-chloroisopropyl)ether	2970		130	ug/kg	3330		89.2	40-130	0.981	30
Bis(2-ethylhexyl)phthalate	3100		400	ug/kg	3330		92.9	40-130	7.84	30
Butyl benzyl phthalate	3060		130	ug/kg	3330		91.9	40-130	7.06	30
Chrysene	2770		130	ug/kg	3330		83.0	40-130	8.75	30
Di(n)octyl phthalate	3380		200	ug/kg	3330		102	40-130	9.28	30
Dibenz(a,h)anthracene	2690		130	ug/kg	3330		80.7	40-130	9.98	30
Dibenzofuran	2600		130	ug/kg	3330		78.1	40-130	3.40	30
Diethyl phthalate	2900		130	ug/kg	3330		87.1	40-130	3.52	30
Dimethyl phthalate	2720		330	ug/kg	3330		81.5	40-130	4.63	30
Di-n-butylphthalate	2880		200	ug/kg	3330		86.5	40-130	7.78	30
Fluoranthene	2740		130	ug/kg	3330		82.2	40-130	7.90	30
Fluorene	2790		130	ug/kg	3330		83.6	40-130	3.34	30
Hexachlorobenzene	2650		130	ug/kg	3330		79.4	40-130	7.28	30
Hexachlorobutadiene	2790		130	ug/kg	3330		83.7	40-130	0.383	30
Hexachlorocyclopentadiene	2760		330	ug/kg	3330		82.9	40-130	4.21	30
Hexachloroethane	2520		130	ug/kg	3330		75.5	40-130	0.0265	30
Indeno(1,2,3-cd)pyrene	2570		130	ug/kg	3330		77.1	40-130	11.6	30
Isophorone	2730		130	ug/kg	3330		81.9	40-130	1.86	30
Naphthalene	2550		130	ug/kg	3330		76.4	40-130	0.157	30
N-Nitrosodimethylamine	2850		130	ug/kg	3330		85.6	40-130	1.22	30
N-Nitrosodi-n-propylamine	2640		130	ug/kg	3330		79.2	40-130	1.18	30

Quality Control
(Continued)

Semivolatile organic compounds (Continued)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2C0164 - EPA 3546 (Continued)										
LCS Dup (B2C0164-BSD1)					Prepared: 03/03/22 Analyzed: 03/04/22					
N-Nitrosodiphenylamine	3410		130	ug/kg	3330		102	40-130	6.78	30
Pentachlorophenol	2250		330	ug/kg	3330		67.6	40-130	40.3	30
Phenanthrene	2700		130	ug/kg	3330		80.9	40-130	4.92	30
Pyrene	2760		130	ug/kg	3330		82.8	40-130	6.05	30
m&p-Cresol	2650		260	ug/kg	3330		79.5	40-130	0.652	30
<hr/>										
<i>Surrogate: Nitrobenzene-d5</i>			<i>2880</i>	<i>ug/kg</i>	<i>3330</i>		<i>86.5</i>	<i>30-126</i>		
<i>Surrogate: p-Terphenyl-d14</i>			<i>3070</i>	<i>ug/kg</i>	<i>3330</i>		<i>92.1</i>	<i>47-130</i>		
<i>Surrogate: 2-Fluorobiphenyl</i>			<i>2830</i>	<i>ug/kg</i>	<i>3330</i>		<i>84.8</i>	<i>34-130</i>		
<i>Surrogate: Phenol-d6</i>			<i>2780</i>	<i>ug/kg</i>	<i>3330</i>		<i>83.5</i>	<i>30-130</i>		
<i>Surrogate: 2,4,6-Tribromophenol</i>			<i>2820</i>	<i>ug/kg</i>	<i>3330</i>		<i>84.5</i>	<i>30-130</i>		
<i>Surrogate: 2-Fluorophenol</i>			<i>2700</i>	<i>ug/kg</i>	<i>3330</i>		<i>80.9</i>	<i>30-130</i>		

**Quality Control
(Continued)**

Polychlorinated Biphenyls (PCBs)

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2C0125 - EPA 3546										
Blank (B2C0125-BLK1)										
					Prepared: 03/02/22 Analyzed: 03/03/22					
Aroclor-1016	ND		66	ug/kg						
Aroclor-1221	ND		66	ug/kg						
Aroclor-1232	ND		66	ug/kg						
Aroclor-1242	ND		66	ug/kg						
Aroclor-1248	ND		66	ug/kg						
Aroclor-1254	ND		66	ug/kg						
Aroclor-1260	ND		66	ug/kg						
Aroclor-1262	ND		66	ug/kg						
Aroclor-1268	ND		66	ug/kg						
PCBs (Total)	ND		66	ug/kg						
<i>Surrogate: 2,4,5,6-Tetrachloro-m-xylene (TCMX)</i>			13.4	ug/kg	13.3		100	36.2-130		
<i>Surrogate: Decachlorobiphenyl (DCBP)</i>			13.6	ug/kg	13.3		102	43.3-130		
LCS (B2C0125-BS1)										
					Prepared: 03/02/22 Analyzed: 03/03/22					
Aroclor-1016	147		66	ug/kg	167		88.0	58.2-125		
Aroclor-1260	141		66	ug/kg	167		84.7	65.5-130		
<i>Surrogate: 2,4,5,6-Tetrachloro-m-xylene (TCMX)</i>			11.5	ug/kg	13.3		86.3	36.2-130		
<i>Surrogate: Decachlorobiphenyl (DCBP)</i>			12.3	ug/kg	13.3		92.3	43.3-130		
LCS Dup (B2C0125-BSD1)										
					Prepared: 03/02/22 Analyzed: 03/03/22					
Aroclor-1016	156		66	ug/kg	167		93.9	58.2-125	6.44	20
Aroclor-1260	153		66	ug/kg	167		91.6	65.5-130	7.88	20
<i>Surrogate: 2,4,5,6-Tetrachloro-m-xylene (TCMX)</i>			13.2	ug/kg	13.3		99.1	36.2-130		
<i>Surrogate: Decachlorobiphenyl (DCBP)</i>			13.1	ug/kg	13.3		98.3	43.3-130		

Quality Control
(Continued)

Total Petroleum Hydrocarbons

Analyte	Result	Qual	Reporting Limit	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit
Batch: B2B1170 - EPA 3546										
Blank (B2B1170-BLK1)										
					Prepared: 02/26/22 Analyzed: 02/28/22					
Total Petroleum Hydrocarbons	ND		27	mg/kg						

Surrogate: Chlorooctadecane			7.61	mg/kg	8.33		91.3	56.5-114		
LCS (B2B1170-BS1)										
					Prepared: 02/26/22 Analyzed: 03/01/22					
Total Petroleum Hydrocarbons	321		27	mg/kg	667		48.2	44.7-125		

Surrogate: Chlorooctadecane			6.89	mg/kg	8.33		82.7	56.5-114		
LCS Dup (B2B1170-BSD1)										
					Prepared: 02/26/22 Analyzed: 03/01/22					
Total Petroleum Hydrocarbons	381		27	mg/kg	667		57.1	44.7-125	16.9	200

Surrogate: Chlorooctadecane			7.48	mg/kg	8.33		89.8	56.5-114		

Notes and Definitions

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

APPENDIX C

RIDEM Dig & Haul Approval



RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

OFFICE OF LAND REVITALIZATION & SUSTAINABLE MATERIALS MANAGEMENT

235 Promenade Street, Providence, Rhode Island 02908

DIG & HAUL APPROVAL **File No. SR-28-2048**

April 25, 2022

Demo Roberts, Director of Public Property
City of Providence
25 Dorrance Street
Providence, RI 02903

RE: Asa Messer Elementary School
1655 Westminster Street
Providence, Rhode Island
Plat Map 35 / Lot 91

Dear Mr. Roberts:

Effective April 22, 2020, the Rhode Island Department of Environmental Management's (the Department) Office of Waste Management has changed the office name to the Office of Land Revitalization and Sustainable Materials Management (LRSMM), as reflected in the re-codified 250-RICR-140-30-1, Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (the Remediation Regulations). The purpose of these regulations is to create an integrated program requiring reporting, investigation, and remediation of contaminated sites in order to eliminate and/or control threats to human health and the environment in a timely and cost-effective manner.

In the matter of the above-referenced property (the Site), the Department's Office of LRSMM is in receipt of the following documentation submitted pursuant to the Remediation Regulations in response to the reported release at the Site:

1. Hazardous Material Release Notification Form, received by the Department on August 6, 2021, and prepared by Gordon R. Archibald, Inc. (GRA);
2. Phase I Environmental Site Assessment, received by the Department on November 19, 2021, and prepared by GRA;
3. Pre-Dig & Haul Public Notice, received by the Department on February 9, 2022, and prepared by GRA;
4. Soil Sampling Plan, received by the Department on February 16, 2022, and prepared by GRA; and
5. Soil Sampling Summary, received by the Department on April 15, 2022, and prepared by GRA.

The Department considers the information contained in these reports as sufficiently demonstrating the suitability of utilizing the Dig & Haul Policy and Section 1.7 of the Remediation Regulations to address the remedial requirements on this Site.

- Excavation and off-site disposal of the stockpiled soil in accordance with the Dig and Haul Policy. In accordance with the Dig & Haul Policy, following the completion of the Dig & Haul, the Responsible Party undertaking the action shall prepare a Short-Term Response Report of Expedited Excavation and Disposal Response Action with all appropriate supporting documentation as outlined in Rule IV-B of the Policy. This report shall be submitted to the Department in both hard copy and electronic format within sixty (60) days of completion of the Dig & Haul.
- All jurisdictional soils remaining in the areas of the playground after the stockpiled soils have been removed shall be encapsulated by a Department-approved engineered control consisting of a minimum two (2) feet of clean fill or an equivalent level of protection i.e. building foundations, one (1) foot of clean fill over a geotextile fabric, and/or four (4) inches of hardscape (asphalt or concrete) over six (6) inches of clean fill.
- Should any jurisdictional soils remain on-site, all soils shall be capped, and an Environmental Land Usage Restriction (ELUR) recorded on the deed for the property. A Class I Survey will be required to determine the extents of the property. The ELUR shall require the performance of annual inspections to document the status of the ELUR and the condition of the engineered controls. The ELUR shall also include a Department-approved post-remediation Soil Management Plan (SMP) which will address any future activities that may disturb on-Site soils. The ELUR shall be recorded for the entire property in the Land Evidence Records for the City of Providence, and a recorded copy forwarded back to the Department within fifteen (15) days of recording
- The Performing Party shall notify all abutting property owners, tenants, easement holders, the municipality, and any community well suppliers associated with any well head protection areas which encircle the Dig & Haul site, that the Dig & Haul Response Action is complete and make available to them the findings of the Short-Term Response Report submitted per Rule IV of the Dig & Haul Policy. Please submit a draft notification to the Department via E-mail for review and approval prior to distribution.

Pursuant to Rule 1.11.2 Remedial Action Approval Application Fee of the Remediation Regulations, an application fee for Remedial Action Approvals in the amount of one thousand (\$1,000) dollars, must be made payable to the State of Rhode Island General Treasurer, on or before May 25, 2022, at the Department's Office of Management Services.

The Department approves the proposed utilization of the Dig & Haul Policy based on the documents submitted to the LRSMM provided that all procedures and requirements detailed in the Dig & Haul Policy are strictly adhered to and the Department receives the \$1,000 Fee.

Please be advised that the Department reserves the right to require additional actions under the aforementioned Remediation Regulations at the Site should any of the following occur:

- Conditions at the Site previously unknown to the Department are discovered;
- Information previously unknown to the Department becomes available;
- Policy and/or regulatory requirements changes; and/or
- Failure by the City of Providence or any other future holder of any interest in the Site to adhere to the terms and conditions of the Dig & Haul Policy.

If you have any questions regarding this letter or would like the opportunity to meet with Department personnel, please contact me by telephone at (401) 222-2797 ext. 2777105 or by E-mail at Rachel.simpson@dem.ri.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel T. Simpson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Rachel T. Simpson
Senior Environmental Scientist
Office of Land Revitalization &
Sustainable Materials Management

cc: Kelly J. Owens, RIDEM/LRSMM
Ashley L. Blauvelt, RIDEM/LRSMM
Rick Sullivan, Gordon R. Archibald, Inc.
Emily Freedman, City of Providence



**Rhode Island Department of Environmental Management
Office of Waste Management**

REMEDIAL ACTION APPROVAL APPLICATION FEE FORM

Rule 1.11.2 of the Department's Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases, requires an application fee for Remedial Action Approvals in the amount of one thousand (\$1,000) dollars. Please submit this form and check, made payable to the State of Rhode Island General Treasurer, directly to:

**R.I. Department of Environmental Management
Office of Management Services - Rm 340
235 Promenade Street
Providence, RI 02908**

Please complete this page and attach it to the check or money order. This information must be provided to coordinate your fee with the application submitted.

Site Name: Asa Messer Elementary School

Address: 1655 Westminster Street

Town/City: Providence

File Number: SR-28-2048

Contact Person: _____

Phone No: _____

RIDEM Project Manager: Rachel Simpson

FOR RIDEM OFFICE USE ONLY:

Fee Amount Received: _____

Date Received: _____

Check#: _____

Receipt Account:

10.074.3765103.03.461043

cc:74:3481 Leg.17-18-841

APPENDIX D

Specifications

SECTION 30 01 20

HEALTH & SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 DESCRIPTION

The Contractor's attention is directed to the fact that the work site contains hazardous materials. The Contractor is likely to encounter hazardous materials during the course of work, and is required to prepare a site-specific Health and Safety Plan certified by a Certified Industrial Hygienist.

Previous site investigation identified soil concentrations that are not compliant with the Rhode Island Department of Environmental Management Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases (Remediation Regulations) industrial/commercial direct exposure criteria. The soil parameters exceeding the Remediation Regulations are provided in the project's Construction Soil Management Plan. The Contractor's employees and Subcontractor's employees who will be potentially exposed to the subsurface soils at the Asa Messer Elementary School project area are required to have OSHA 40-hour health and safety training and the 8-hour refresher training, if applicable. The Contractor shall provide training certificates to the City for the persons that will be performing the work.

The Contractor is responsible to monitor working conditions at all times during construction and to provide appropriate protective clothing, equipment and facilities for his personnel, and to establish workplace procedures to ensure their safety, and to enforce the use of these procedures, equipment and facilities in accordance with the following guidelines:

Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, and 29 CFR 1926 - Safety and Health Regulations for Construction.

The Contractor shall engage a qualified Health and Safety expert having experience in similar hazardous waste disposal conditions, to monitor site conditions and recommend all necessary Health and Safety protection. This person shall be a Certified Industrial Hygienist (CIH). The CIH shall prepare a site-specific Health and Safety Plan (HASP) prepared in accordance with the requirements of OSHA's Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard, 29 CFR 1910.120 or 29 CFR 1926.65, paragraph (b)(4) and all other applicable state and federal regulations for all work on this project. The Contractor shall follow the site-specific HASP requirements and recommendations during all site work.

The Contractor shall implement a Health and Safety Protection Program. The Contractor's Health and Safety Protection Program shall establish methods and procedures to be utilized during construction that achieve compliance with the Safety and Health Regulations Promulgated by the U.S. Department of Labor OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, 29 CFR 1926 - Safety and Health Regulations for Construction, and the site-specific HASP. The Contractor shall provide stations allowing workers to wash and to put on and remove protective clothing, stations for vehicles to be cleaned, if necessary, before leaving the site, and air monitoring in accordance with the site-specific HASP and the Rhode Island Department of Environmental Management Air Pollution Control Regulations.

If, at any time, the City is apprised of a safety hazard which demands immediate attention because of its high potential for harm to the public travel, persons on or about the work, or public or private property, the City shall have the right to order such safeguards to be erected and such precautions to be taken as necessary and the Contractor shall comply with such orders. If, under such circumstances, the

Contractor does not or cannot immediately put the work into proper and approved condition, or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, then the City may put the work into such a condition that shall be, in its opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the City. The fact that the City does not observe a safety hazard or does not order the Contractor to take remedial measures shall in no way relieve the Contractor of the entire responsibility for any costs, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Owner acting under authority of this Section.

The Contractor is alerted to the fact that conditions of high hazard are present or can be present at the site during the performance of the work. It is the responsibility of the Contractor to take appropriate safety precautions to meet whatever conditions of hazard may be present during the performance of the work, whether reasonably foreseeable or not. The safety conditions enumerated within the Specifications are the minimum permissible and City does not make any representation that the safety standards provided herein will be adequate to meet all eventualities. The Contractor is therefore alerted to the fact that it shall be his responsibility to anticipate and provide such additional safety precautions, facilities, personnel and equipment as shall be necessary to protect life and property from whatsoever conditions of hazard are present or may be present.

The Contractor shall supply and erect highly visible safety fencing a minimum of six feet in height around all construction areas that pose a threat to safety and shall post proper signage as required by Local, State and Federal requirements. The Contractor shall erect safety fencing as documented on the Contract Drawings or as directed by the City and shall maintain such fencing and signage until such a time that the potential safety hazard has been rectified. Upon final completion of construction, all safety fencing shall be removed off-site by the Contractor. The Contractor shall enforce safety fencing requirements of OSHA.

During operations, whenever unsafe levels of toxic gases are detected, all work will cease in the area until acceptable levels are reached.

PART 2 PRODUCT

2.1 MATERIALS

Not applicable.

PART 3 EXECUTION

3.1 CONSTRUCTION METHODS

- A. The Contractor shall comply with all applicable local, state, and federal regulations applicable to all work included in the project.

3.2 SHOP DRAWINGS

- A. The Contractor shall submit two copies of the site-specific health and safety plan (HASP) and the Contractor's Health and Safety Protection Program used for work on this project to the RIPTA for record use only.
- B. The Contractor and Subcontractor shall submit evidence of initial 40-hour OSHA health and safety training and the 8-hour refresher training, if applicable for each employee that will be engaged in excavation, loading, hauling, stockpiling, and other contaminated soil management related activities completed within the Project area.

PART 4 MEASUREMENT

4.1 METHOD OF MEASUREMENT

This item will not be measured for payment.

PART 5 PAYMENT

5.1 BASIS OF PAYMENT

- A. Section 30 01 20 "Health and Safety Requirements" will not be paid for separately. Payment is included in the "contract sum" via allowance listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for this section constitutes full and complete compensation for all labor, materials, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

SECTION 30 01 55

DISPOSAL OF SOLID WASTE

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work under this specification includes all labor, tools, materials and equipment necessary to completely dispose of all solid waste materials, and the proper disposal of solid waste debris generated on the project. This item of work does not include- materials covered separately under Section 30 02 25 Load, Haul and Dispose Contaminated Soil.

1.2 APPLICABLE LAWS AND REGULATIONS

- A. The Contractor shall ensure that all solid waste and debris removal shall be conducted in accordance with the State of Rhode Island Building Code, and OSHA standard 29 CFR 1926 "Safety and Health Regulations for Construction."
- B. The Contractor shall ensure that the solid waste shall be disposed of in accordance with the applicable USEPA regulations (40 CFR 239-259, with all amendments and revisions) and RIDEM Solid Waste Regulations (DEM OWM-SW-04-01, with all amendments and revisions).
- C. The Contractor shall obtain all required hauling permits and is responsible for the payment of necessary tipping and other fees required.
- D. The Contractor shall immediately notify the Engineer if actual or suspected oil, hazardous material, and/or hazardous waste (OHM), other than that already identified under the contract, are encountered during debris removal. All OHM must be handled according to state and federal regulations and these Special Provisions.

PART 2 PRODUCT

Not Applicable

PART 3 EXECUTION

Not Applicable

PART 4 MEASUREMENT

4.1 METHOD OF MEASUREMENT

- A. Section 30 01 55 "Disposal of Solid Waste" will not be measured separately for payment.

PART 5 PAYMENT

5.1 BASIS OF PAYMENT

- A. Section 30 01 55 "Disposal of Solid Waste" will not be paid for separately. Payment is included in the "contract sum" via an allowance listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for this section constitutes full and complete compensation for all labor, handling, storage, hauling, and disposal, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

SECTION 30 02 05

CONTAMINATED SOIL EXCAVATION

PART 1 GENERAL

1.1 DESCRIPTION

- A. This item includes the excavation of contaminated subsurface soils. All soil excavation within the project's Limit of Disturbance shall be classified as contaminated soil excavation. The work shall be performed in accordance with all appropriate sections of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition all revisions.
- B. Previous soil sampling has documented elevated levels of parameters, as provided in the Construction Soil Management Plan (CSMP), within the project's Limit of Disturbance.
- C. The soil excavation work on the Project shall conform with all addendums and revisions of the: Rhode Island Department of Environmental Management's (RIDEM) approved January 2022 GRA Construction Soil Management Plan, the Contractor's City approved Soil Management Plan (SMP), the Project Plans and Specifications, and in compliance with all applicable permits. A copy of the GRA's January 2022 Construction Soil Management Plan (CSMP) is Appended to the Contract Documents.
- D. The Contractor shall stockpile and reuse soils onsite to the maximum extent in accordance with the CSMP. If necessary, the Contractor shall load and haul excavated non-compliant soil and sediment for offsite recycling / disposal in accordance with Section 30 02 25.

1.2 SUBMITTALS

- A. The Contractor shall submit two copies of a Soil Management Plan (SMP) to the City for review and approval. The SMP shall include a list of all equipment, including sizes and capacities the sequencing of all soil removal activities, all proposed on-site and off-site stockpile locations and their respective capacities, contaminated soil loading and hauling methodologies, and off-site recycling/disposal facilities. All soil excavation within the project's Limit of Disturbance shall be classified as contaminated soil excavation. The Contractor's SMP shall include soil management strategies that conform to the RIDEM approved Construction Soil Management Plan (CSMP), prepared by GRA dated January 2022. The Contractor's sequence of construction shall identify specific excavations and earthmoving operations by baseline and stations. The Contractor's SMP shall include an operation log that will be used to document daily contaminated soil excavation activities.

1.3 HEALTH AND SAFETY PLAN

- A. The Contractor shall comply with the Health and Safety requirements in Section 30 01 20 "Health and Safety Requirements" for all contaminated soil excavation work.

1.4 APPLICABLE LAWS AND REGULATIONS

- A. The contaminated soil excavation shall be conducted in accordance with all applicable Environmental Protection Agency (EPA), the Rhode Island Department of Environmental Management (RIDEM) regulations, the RIDEM approved January 2022 GRA Construction Soil Management Plan (CSMP), and in compliance with all local, state, and federal regulations.

PART 2 PRODUCT

2.1 MATERIALS

- A. The Contractor shall supply and utilize all required materials to adequately complete contaminated soil excavation. Personal protective equipment shall be utilized as specified in the Contractor's site-specific Health and Safety Plan prepared in accordance with Section 30 01 20, "Health and Safety Requirements."

PART 3 EXECUTION

3.1 CONTAMINATED SOIL EXCAVATION

- A. The Contractor may choose and implement any effective and lawful method for excavating contaminated soil encountered in the work area provided they perform the required excavation subject to the City approved Contractor's SMP. The Contractor shall assume all responsibility for the adequacy of the methods, materials, documentation, and equipment employed.
- B. The Contractor shall ensure that compliance with applicable regulations is maintained during all contaminated soil earthwork operations. The Contractor shall be required to have available a minimum of two copies of the City approved Contractor's SMP in the Contractor's project office for use by the Contractor's personnel, subcontractors, and the City. The Contractor shall be required to maintain an operation log during the contaminated soil earthwork activities to include, but not be limited to, dates of earthwork activities, dates and times of field sampling, soil management observations, and tracking related to stockpile generation. The operation log shall be submitted to the City's site engineer daily to document the operations associated with contaminated soil earthwork activities. The Contractor and City's Environmental Health and Safety Director or the on-site City representative shall sign the operating log at the completion of contaminated soil excavation activities. The Contractor shall not resume contaminated soil excavation activities until the daily log for the previous day has been signed by the Contractor and the City Environmental Health and Safety Director or the on-site City representative.
- C. In addition to the above, the Contractor is responsible for erosion and pollution controls in accordance with local, State and Federal regulations as well as what is included in the Contract Documents.
- D. During excavation of contaminated soil, the Contractor shall be required to control dust and sedimentation erosion. If visible dust is generated, the level of dermal and respiratory protection shall be determined based upon periodic air monitoring to be performed by the Contractor and the requirements of the Site-specific HASP and the Rhode Island Department of Environmental Management's Air Pollution Control Regulations. The City may conduct duplicate air monitoring for quality assurance purposes. All excavated dry contaminated soils shall immediately be placed into trucks, covered, and hauled to the City approved disposal facility.
- E. While engaged in contaminated soil excavation work, the Contractor shall be subject to on-site inspection by the City's Environmental Health and Safety Director or the on-site City site engineer or representative. If the work is in violation of the requirements of this specification, the City will issue a stop work order to be in effect immediately and until the violation is resolved. Standby time and expenses required to resolve the violation shall be at the Contractor's expense.
- F. The Contractor shall coordinate contaminated soil excavation with the City. The Contractor shall provide notification to the City 72-hours in advance of all contaminated soil excavation work.
- G. The Contractor shall notify City within 24 hours if an unexpected change of conditions related to the presence of hazardous wastes or material is encountered at the site. The Contractor shall not proceed

with work in the areas where an unexpected change of conditions related to the presence of hazardous wastes or material is encountered until authorized to do so by the City.

- H. During contaminated soil excavation, the Contractor shall minimize odors by methods including the use of odor suppressant shell material where necessary.
- I. The Contractor shall be responsible for obtaining all necessary permits, manifests, and bill of lading documentation in conjunction with contaminated soil and he shall provide timely notification of such actions as may be required by applicable federal, state regional, and/or local authorities.

PART 4 MEASUREMENT

4.1 METHOD OF MEASUREMENT

- A. Section 30 02 05 "Contaminated Soil Excavation" will not be measured separately for payment.

PART 5 PAYMENT

5.1 BASIS OF PAYMENT

- A. Section 30 02 05 "Contaminated Soil Excavation" will not be paid for separately. Payment is included in the "contract sum" listed in the Bid Proposal Form. The portion of the "contract sum" representing payment for this section constitutes full and complete compensation for all labor, materials, equipment, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION

SECTION 30 02 25

LOAD, HAUL, AND DISPOSE CONTAMINATED SOIL

PART 1 GENERAL

1.1 DESCRIPTION

- A. This item of work includes soil management, special handling, loading and hauling of contaminated soil, and disposal at the City approved disposal facility in accordance with RIDEM regulations for disposal of these materials and as directed by the City.
- B. Contaminated soil has been identified throughout the Asa Messer Playground project area. The work shall be performed in accordance with all appropriate sections of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, 2013 Edition all revisions, the project's January 2022 Construction Phase Soil Management Plan (CSMP), and in compliance with all applicable permits.
- C. The Contractor shall stockpile and reuse soils onsite to the maximum extent in accordance with the CSMP. If necessary, the Contractor shall load and haul excavated non-compliant soil and sediment for offsite recycling / disposal. The Contractor shall be responsible for pre-characterizing the soil and sediment for recycling / disposal and receive approval from the receiving recycling / disposal facility prior to beginning excavation.

1.2 HEALTH AND SAFETY PLAN

- A. The Contractor shall produce and maintain a site-specific Health and Safety Plan (HASP) in compliance with Section 30 01 20 "Health and Safety Requirements." The site-specific HASP shall be implemented as part of this work.
- B. If visible dust is generated, the level of dermal and respiratory protection shall be determined based upon periodic air monitoring to be performed by the Contractor and the requirements of the Site-specific HASP and the Rhode Island Department of Environmental Management's Air Pollution Control Regulations. The City may conduct duplicate air monitoring for quality assurance purposes.

1.3 APPLICABLE LAWS AND REGULATIONS

- A. The loading, hauling, and disposal of contaminated soil shall be conducted in accordance with all applicable Environmental Protection Agency (EPA) and the Rhode Island Department of Environmental Management (RIDEM) regulations, the RIDEM approved Construction Soil Management Plan (CSMP), and in compliance with all applicable permits.
- B. The Contractor shall ensure that compliance with applicable regulations is maintained during all loading, hauling, and disposal operations. The Contractor shall be required to maintain an operations log during the loading, hauling, and disposal activities to include, but not be limited to, dates of activities, soil management observations, estimated volumes loaded and hauled for offsite recycling/disposal, the recycling/disposal facility the contaminated soil was transported to and paperwork documenting lawful off-site disposition. In addition to the above, the Contractor is responsible for erosion and pollution controls in accordance with local, State and Federal regulations as well as what is included in the Contract Documents. The Contractor shall submit a summary report to the City on a daily basis to document the operations associated with loading, hauling, and transportation activities.

1.4 SUBMITTALS

- A. The Contractor shall be required to submit a Soil Management Plan in accordance with the Section 30 02 05 Contaminated Soil Excavation submittal requirements that includes their proposed soil management methodologies during the project. The Contractor's Soil Management Plan shall include their proposed excavation, loading, hauling, and stockpiling of soil methodologies to be utilized during the project. The RIDEM approved Construction Soil Management Plan (CSMP), prepared by GRA dated January 2022 and all revisions; is provided in the Contract Specifications for reference.
- B. The Contractor shall dispose of all contaminated soil at a disposal facility licensed to accept the material. Prior to the commencement of any on-site activities, the Contractor shall submit to the City a list of proposed contaminated soil receiving facilities, along with copies of each facility's license and permit. The City approval of the proposed contaminated soil receiving facilities shall be required prior to any contaminated soil disposal.
- C. Prior to the commencement of any on-site activities, the Contractor shall submit to the City a list of proposed contaminated soil transporters, along with copies of each transporter's license and permit. City approval of the proposed transporter shall be required prior to any contaminated soil transportation.
- D. The Contractor shall provide an estimated volume of the soils to be disposed. The City shall approve the estimated volume a minimum of seven (7) days before the soils are loaded, hauled and disposed.
- E. The Contractor shall provide two copies of the receiving facility approval for the disposal of contaminated soil at the facility to the City a minimum of three days prior to the loading, hauling, and disposal of contaminated soil at the facility.
- F. The Contractor shall provide two copies of contaminated soil manifest/bill of lading that require RIPTA signature as the waste generator to the City a minimum of three days prior to the hazardous waste being loaded, hauled and transported for off-site disposal. The City shall sign and return the contaminated soil manifest/bill of lading to the Contractor one day prior to the contaminated soil being transported for disposal.
- G. The Contractor shall maintain copies of the contaminated soil operational log. The operational log shall be submitted to the City daily.
- H. Hauling Slips: The Contractor shall prepare slips to document the transportation of the contaminated soil from the project to the final disposal site. The slips shall, as a minimum, list the following information: date, truck identification, truck driver's name, approximate quantity of soil hauled, weight, disposal location, and the City's representative's signature. These slips will be prepared in duplicate. The Contractor shall retain one copy, and the second copy will be given to the City at the end of each day in which soil is hauled.
- I. Copies of all Bill of Ladings, manifests, disposal facility weight slips and any other disposal related documents shall be provided to the City within 5 days of the disposal work being completed.

PART 2 – PRODUCT

2.1 EQUIPMENT/MATERIALS

- A. The Contractor is required to have the necessary personal protective equipment available as specified in the Contractor's site-specific Health and Safety Plan and shall have access to an inventory of personal protection equipment in the event that the level of personal protection equipment needs to be upgraded.

PART 3 – EXECUTION

3.1 CONTAMINATED SOIL STOCKPILING, LOADING, HAULING, AND DISPOSAL

- A. The Contractor may choose and implement any effective and lawful method for loading, hauling, and disposing of contaminated soil encountered, excavated and/or stockpiled in the work area provided all work is performed in accordance with the project documents and the RIPTA approved documents, outlined in the Contract Documents. The Contractor shall assume all responsibility for the adequacy of the methods, materials, documentation, and equipment employed.
- B. The Contractor shall supply and utilize all required equipment to adequately complete the contaminated soil loading, hauling, and disposal. During contaminated soil loading dust, erosion and sedimentation control best management practices shall be installed around the loading areas to minimize the effects of erosion and surface run-off. Erosion control devices shall be installed as shown on the Plans or as directed by the City.
- C. Free liquids shall not be present in the contaminated soil transported for off-site disposal. The Contractor shall be responsible for confirming that free liquids are not present in contaminated soils transported for off-site recycling/disposal. The Contractor shall be responsible for all costs related to off-site impact from free liquids present in contaminated soil being transported for off-site disposal including, but not limited to, regulatory compliance, fines and penalties, and response actions.
- D. While engaged in contaminated soil loading and hauling the Contractor shall be subject to on-site inspection by the City representatives. If the work is in violation of the requirements of this specification, the City will issue a stop work order to be in effect immediately and until the violation is resolved. Standby time and expenses required to resolve the violation shall be at the Contractor's expense.
- E. The Contractor shall be responsible for obtaining all necessary permits, manifests, and bill of lading documentation in conjunction with contaminated soil loading, hauling and disposal; and shall provide timely notification of such actions as may be required by applicable federal, state regional, and/or local authorities. RIDEM shall be notified within 24 hours if an unexpected change of conditions is encountered related to the presence of hazardous wastes or material encountered at the site.
- F. There are two alternatives for excavated contaminated soil management. Contaminated soil can be stockpiled on-site at a location within the limits of disturbance. The Contractor shall be responsible for coordinating the stockpile location with the City. The contaminated soil stockpile shall be constructed in conformance with the contaminated soil stockpile detail provided in the Contract plans. The second option is contaminated can be excavated, loaded, and hauled to the City approved disposal facility.
- G. The Contractor shall be responsible for all costs including but not limited to labor, laboratory analytical, application fees, and federal, state, and local regulatory fees associated with classifying contaminated soil for disposal at the City approved disposal facility. The Contractor shall be responsible for pre-classifying the contaminated soil for direct loading, hauling, and beneficial reuse/disposal shall include collecting any additional soil samples, the laboratory analysis of the additional soil samples, preparing any submittals required by the City approved disposal facility, and obtaining approval for disposal at the City approved disposal facility. The Contractor shall submit a copy of the City approved disposal facility acceptance for the disposal of contaminated soil at the facility to the City. Where specifications, requirements, and reference documents vary, the more stringent requirements shall apply.

PART 4 MEASUREMENT

4.1 METHOD OF MEASUREMENT

- A. Section 30 02 25 “Load, Haul, and Dispose Contaminated Soil” will be measured for payment by the “Ton” actually loaded, hauled and disposed in accordance with the Contract Documents and/or as directed by the City. The number of tons will be determined from weight slips, generated by the receiving disposal facility or other Contractor provided scale approved by the City.

PART 5 PAYMENT

5.1 BASIS OF PAYMENT

- A. The “Load, Haul, and Dispose Contaminated Soil” will be paid for at the contract unit price per “ton” actually loaded, hauled and disposal. The unit price per ton shall constitute full and complete compensation for all labor, materials, tools, and equipment and all other incidentals required to complete the work as described in the Contract Documents, complete in place and accepted by the City.
- B. Final payment for “Load, Haul, and Dispose Contaminated Soil” will not be made until all disposal documentation including but not limited to manifests and/or bills of lading and disposal receipts have been submitted and approved by the City.

END OF SECTION

SECTION 30 04 10

ANALYTICAL TESTING REQUIREMENTS FOR IMPORTED SOIL

PART 1 GENERAL

1.1 DESCRIPTION

The work consists of obtaining and screening soil samples from soil sources to be imported and incorporated into the *Asa Messer Playground** project's limit of disturbance. These soil samples shall be collected prior to importing soils to the project area for use in the construction process. Soil source samples shall be analyzed for certain contaminants as outlined in these Special Provisions and in accordance with the January 2022 GRA's Construction Soil Management Plan (CSMP) and the Contract Drawings, and in a manner satisfactory to the City. The Contractor shall provide submittals, sampling and laboratory testing as outlined in these Special Provisions prior to the delivery of soils to the Project.

1.2 SUBMITTALS

- A. Prior to commencing construction, the Contractor shall submit to the City a list of soil sources for each classification of soil outlined in these Special Provisions to be imported and incorporated into the Asa Messer Playground*** project's limit of disturbance. The list for each soil classification shall state the location of material, owner, anticipated quantity of soil to be imported, material state (in situ, stockpiled), material condition (virgin, processed, reclaimed, recycled from another Project) and any known environmental history associated with material condition. Include with list any existing analytical results of soil source.
- B. Prior to commencing construction, the Contractor shall submit to the City a Sampling and Analytical Work Plan (SAWP) outlining the methodology used to collect, preserve, analyze and report soil sample results. As minimum, the SAWP shall include:
 - i. Sample collection methods including a description of sampling equipment, grab sample size and how representative grab samples will be obtained from in situ undeveloped and developed borrow sources and/or from stockpiled processed, reclaimed and/or recycled borrow sources;
 - ii. Procedures for decontamination of sampling equipment prior to and between obtaining successive samples;
 - iii. Sample container, storage and preservation procedures and holding times;
 - iv. Sample handling, packaging, and transportation protocols;
 - v. Sample documentation (labeling, chain-of-custody, log book); and
 - vi. Sampling and analysis quality assurance/quality control procedures.
- C. The Contractor shall provide third party soil sampling with all samples analyzed at an analytical laboratory who meets the minimum requirements and guidelines to conduct chemical analysis, as developed by the EPA. The analytical laboratory shall be approved/certified by the Rhode Island Department of Environmental Management. The detection limit for all analytical results shall be below the acceptance criteria outlined in this Special Provision.
- D. The soil sampling frequency (which is dependent on soil borrow source and contaminant) and a list of contaminants to be analyzed for each soil classification are as outlined in this Special Provision. The Contractor shall submit to the City two copies of an Imported Soil Material Compliance Report that includes soil analytical results, applicable QA/QC data and chains of custody a minimum of one month prior to importing each classification of soil outlined in these Special Provisions to be imported and

incorporated into the Project. The submittal shall include an opinion authored by a professional engineer registered in the State of Rhode Island and Providence Plantations who has a minimum of 10 years of experience evaluating soil compliance with the RIDEM's Remediation Regulations Method 1 soil direct exposure criteria and leachability criteria that the soil classification is compliant with the Project Specification requirements for that soil classification. The City shall review this submittal. The soil classification shall not be imported into the Project Limits until the City has provided written concurrence that the soil classification meets the Specification requirements for the soil classification.

PART 2 PRODUCT

2.1 MATERIALS AND PERSONNEL

- A. The Contractor shall be responsible for furnishing all equipment, personnel and subcontractors required to complete and submit soil testing required in this Special Provisions.
- B. All materials to be used shall be in accordance with all appropriate sections of the Rhode Island Standard Specifications for Road and Bridge Construction, 2013 Edition, with all revisions.

PART 3 EXECUTION

3.1 TESTING

- A. Testing as described in this section is required for soil imported to the RIPTA Elmwood Avenue Paratransit Fueling Station limit of disturbance.
- B. Soil imported for use in the Asa Messer Playground*** area of disturbance for use as Common Borrow, Gravel Borrow, Modified Common Borrow, Fill Gravel Borrow Under Structures, and Pervious Fill used up to a non-impervious finished grade or to subgrade of an impervious surface shall be shown to have an average contaminant level below the Rhode Island Department of Environmental Management (RIDEM) Method 1 RIDEM Residential Direct Exposure Criteria (RDEC) for TPH, VOC, SVOCs (16 PAH priority pollutants only), PCBs, and RCRA 8 Metals prior to delivery to the Project.
- C. Soil imported for use in the Asa Messer Playground*** project limit of disturbance from a non-developed borrow source shall be tested at a frequency of 1 sample for every 5,000 cubic yards of in situ soil with a minimum of 2 samples per borrow source. Soil imported from another project or developed borrow source shall be tested at a frequency of 1 sample for every 2,000 cubic yards with a minimum of 2 samples per borrow source. Contaminants to be tested, the test methods and acceptance shall be as outlined in the following table:

Constituent	Test Method	Minimum Detection Level
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC
Semi-VOCs (16 PAHs only)	EPA Method 8270C	Below RIDEM Method 1 R-DEC
PCBs	EPA Method 8082A	Below RIDEM Method 1 R-DEC
RCRA Eight Metals	EPA Methods 6010 and 7471A	Below RIDEM Method 1 R-DEC

Notes:

- i. Gravel Borrow Subbase shall not require testing.
- ii. The only exception is Arsenic, wherein the acceptance and sampling frequency criteria include the following:
 - a. No individual sample result shall be greater than 15 mg/kg;

- b. A minimum of 10 soil samples per first 2000 cubic yards with 2 additional soil samples per each additional 2000 cubic yards of borrow source;
 - c. No greater than 10% of sample results shall exceed 7.0 mg/kg; and
 - d. The average of all sample results shall be 7.0 mg/kg or less.
- D. Soil imported for use in the Asa Messer Playground*** project limit of disturbance as Loam Borrow shall be shown to have an average contaminant level below the RIDEM Residential Direct Exposure Criteria (RDEC) for TPH, VOC, SVOCs (16 PAH priority pollutants only), PCBs, and RCRA Eight Metals prior to delivery to the Project. Soil shall be tested at a frequency of 1 sample for every 2,000 cubic yards with a minimum of 2 samples per borrow source. Contaminants to be tested, the test methods and acceptance shall be as outlined in the following table:

Constituent	Test Method	Minimum Detection Level
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC
Semi-VOCs (16 PAHs only)	EPA Method 8270C	Below RIDEM Method 1 R-DEC
PCBs	EPA Method 8082A	Below RIDEM Method 1 R-DEC
RCRA Eight Metals	EPA Methods 6010 and 7471A	Below RIDEM Method 1 R-DEC

Notes:

- i. The only exception is Arsenic, wherein the acceptance and sampling frequency criteria include the following:
 - a. No individual sample result shall be greater than 15 mg/kg;
 - b. A minimum of 10 soil samples per first 2000 cubic yards with 2 additional soil samples per each additional 2000 cubic yards of borrow source;
 - c. No greater than 10% of sample results shall exceed 7.0 mg/kg; and
 - d. The average of all sample results shall be 7.0 mg/kg or less.
- E. Soil imported for use in the Asa Messer Playground*** project limit of disturbance as Special Graded Aggregate for Shaping and Trimming Driveways or Shoulders or Crushed Stone Surface Treatment shall be shown to have an average contaminant level below the Rhode Island Department of Environmental Management (RIDEM) Method 1 Residential Direct Exposure Criteria (RDEC) for TPH, VOC, SVOCs (16 PAH priority pollutants only), PCBs, and RCRA Eight Metals¹ prior to delivery to the Project. Soil shall be tested at a frequency of 1 sample for every 2,000 cubic yards with a minimum of 2 samples per borrow source. Contaminants to be tested, the test methods and acceptance shall be as outlined in the following table:

Constituent	Test Method	Minimum Detection Level
TPH	EPA Method 8100M	Below RIDEM Method 1 R-DEC
VOC	EPA Method 8260B	Below RIDEM Method 1 R-DEC
Semi-VOCs (16 PAHs only)	EPA Method 8270C	Below RIDEM Method 1 R-DEC
PCBs	EPA Method 8082A	Below RIDEM Method 1 R-DEC
RCRA Eight Metals	EPA Methods 6010 and 7471A	Below RIDEM Method 1 R-DEC

Notes:

- i. The only exception is Arsenic, wherein the acceptance and sampling frequency criteria include the following:
 - a. No individual sample result shall be greater than 15 mg/kg;
 - b. A minimum of 10 soil samples per first 2000 cubic yards with 2 additional soil samples per each additional 2000 cubic yards of borrow source;
 - c. No greater than 10% of sample results shall exceed 7.0 mg/kg; and
 - d. The average of all sample results shall be 7.0 mg/kg or less.

ACCEPTANCE CRITERIA

Contaminant	RDEC (mg/kg)	I/C-DEC (mg/kg)	Contaminant	RDEC (mg/kg)	I/C-DEC (mg/kg)
Volatiles					
Acetone	7,800	10,000	Ethylene dibromide	0.01	0.07
Benzene	2.5	200	Isopropyl benzene	27	10,000
Bromodichloromethane	10	92	Methyl ethyl ketone	10,000	10,000
Bromoform	81	720	Methyl isobutyl ketone	1,200	10,000
Bromomethane	0.8	2,900	Methyl tertiary-butyl ether (MTBE)	390	10,000
Carbon tetrachloride	1.5	44	Methylene chloride	45	760
Chlorobenzene	210	10,000	Styrene	13	190
Chloroform	1.2	940	1,1,1,2-Tetrachloroethane	2.2	220
Dibromochloromethane	7.6	68	1,1,2,2-Tetrachloroethane	1.3	29
1,2- Dibromo-3-chloropropane (DBCP)	0.5	41	Tetrachloroethene	12	110
1,1-Dichloroethane	920	10,000	Toluene	190	10,000
1,2-Dichloroethane	0.9	63	Trichloroethane	540	10,000
1,1-Dichloroethene	0.2	9.5	1,1,2-Trichloroethane	3.6	100
cis-1,2-Dichloroethene	630	10,000	Trichloroethene	13	520
Trans-1,2-Dichloroethene	1,100	10,000	Vinyl chloride	0.02	3.0
1,2-Dichloropropane	1.9	84	Xylenes (Total)	110	10,000
Ethylbenzene	71	10,000			
Semi-Volatiles					
Acenaphthene	43	10,000	Chrysene	0.4	780
Acenaphthylene	23	10,000	Dibenz(a,h)anthracene ^a	0.4	0.8
Anthracene	35	10,000	Fluoranthene	20	10,000
Benzo(a)anthracene	0.9	7.8	Fluorene	28	10,000
Benzo(a)pyrene	0.4	0.8	Indeno(1,2,3-cd)pyrene	0.9	7.8
Benzo(b)fluoranthene	0.9	7.8	Naphthalene	54	10,000
Benzo(g,h,i)perylene	0.8	10,000	Phenanthrene	40	10,000
Benzo(k)fluoranthene	0.9	7.8	Pyrene	13	10,000
Polychlorinated Biphenyls (PCBs)					
PCBs	10	10			
RCRA 8 Metals					
Arsenic ^b	7.0	7.0	Lead ^c	150	500
Barium	5,500	10,000	Mercury	23	610
Cadmium	39	1,000	Selenium	390	10,000
Chromium III (Trivalent)	1,400	10,000	Silver	200	10,000
Chromium VI (Hexavalent)	390	10,000			

Soil Criteria as presented is based on the RI DEM Method 1 Criteria. See notes below for qualifiers

^a Estimated quantitation limits

^b Background Levels of Priority Pollutant Metals In Rhode Island Soils, T. O'Connor, RIDEM. For arsenic, see Section 12.0

^c Direct exposure criteria for Lead consistent with the Rhode Island Department of Health Rules and Regulations for Lead Poisoning Prevention [R23-24.6-PB], as amended

PART 4 MEASUREMENT

4.1 METHOD OF MEASUREMENT

- A. Section 30 04 10 “Analytical Testing Requirements for Imported Soil” will not be measured separately for payment.

PART 5 PAYMENT

5.1 BASIS OF PAYMENT

- A. Section 30 04 10 “Analytical Testing Requirements for Imported Soil” will not be paid for separately. Payment is included in the “contract sum” listed in the Bid Proposal Form. The portion of the “contract sum” representing payment for this Section constitutes full and complete compensation for all labor, materials, and for all other incidentals required to finish this work, as discussed in these provisions.

END OF SECTION



**City of Providence CDBG Program
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS \$10,001 to \$100,000**



Building Vibrant Neighborhoods

**Department of Planning & Development
Division of Community Development
444 Westminister Street, Suite 3A
Providence, Rhode Island 02903
(401) 680-8400**



DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**



**FOR YOUR BID TO BE CONSIDERED RESPONSIVE
YOU MUST COMPLETE THE FOLLOWING CERTIFICATIONS:**

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

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

Additional certifications by subcontractors prior to the start of work date

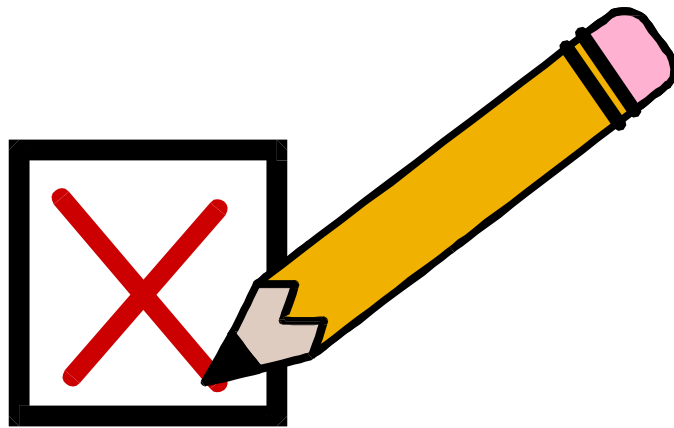
1. For all subcontracts; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity
2. For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan.
3. MBE/WBE Subcontractor Disclosure Form
4. MBE/WBE Waiver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

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

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

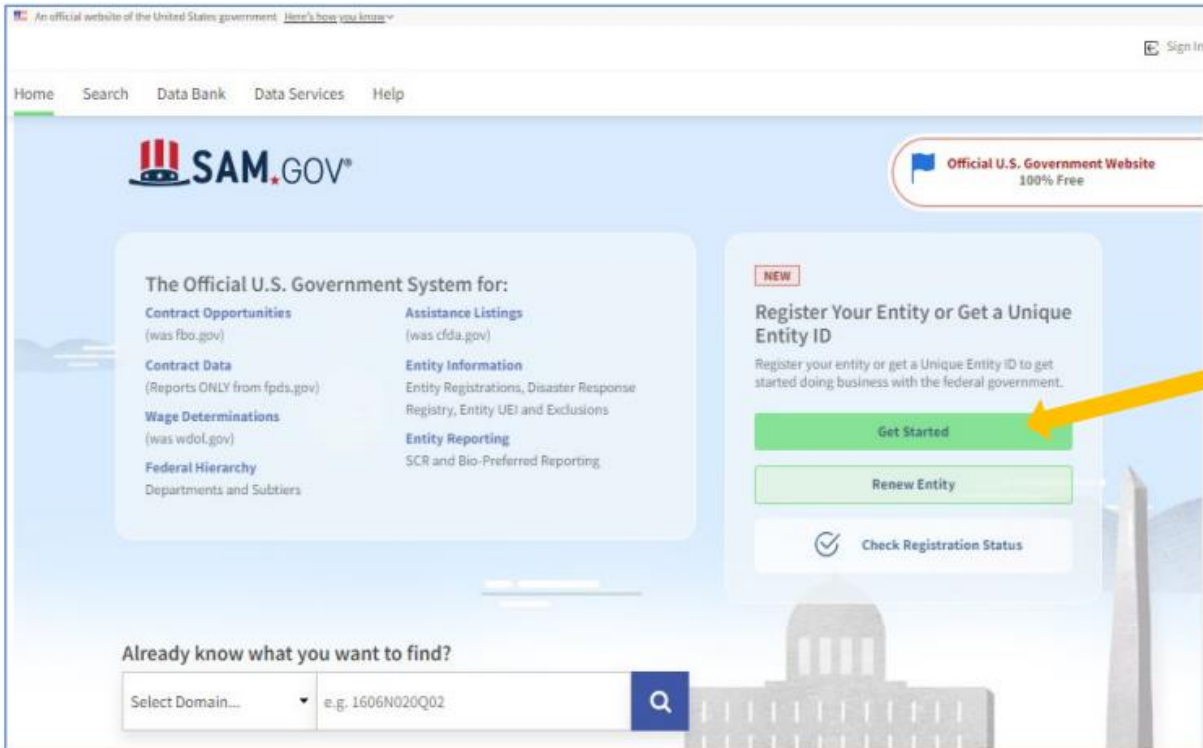
CERTIFICATIONS FOR PRIME BIDDER

Must be Submitted with Bid

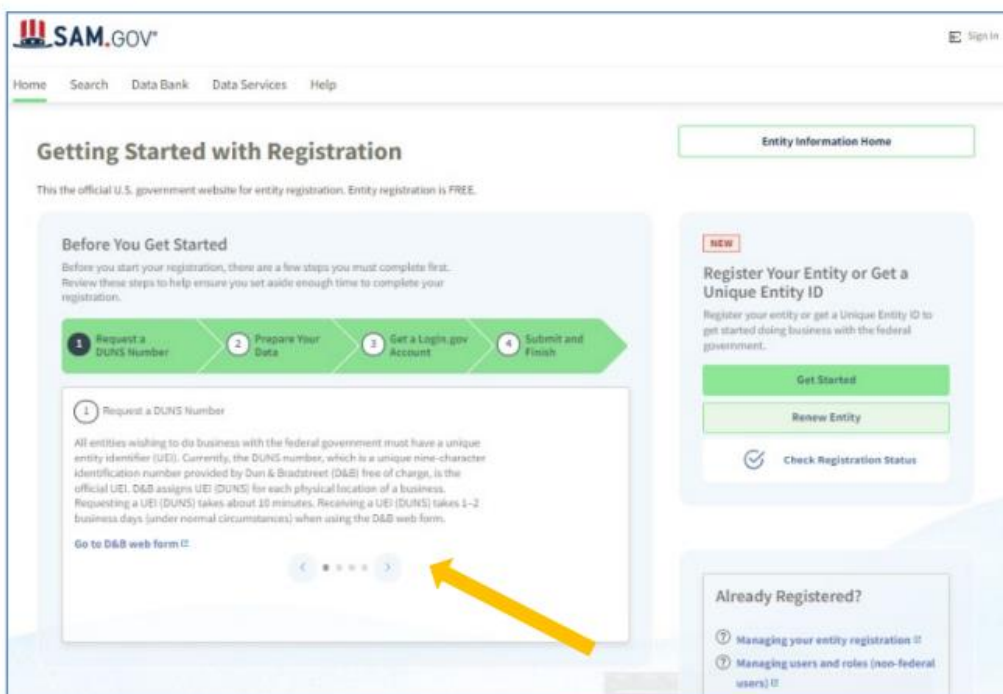


How to Register in SAM & Obtain a Unique Entity ID (SAM)

1: Getting Started There are four steps that you will need to complete: 1) Request a DUNS Number; 2) Prepare Your Data; 3) Get a Login.gov Account; 4) Submit and Finish.
Go to www.sam.gov and click on “Get Started”.



Next, review the steps that must be complete prior to registration.



Once a DUNS number has been obtained and all core data about your entity has been gathered, click “Get Started” to create a *Federal Construction Contract Provisions \$10,001 to \$100,000*

SAM.GOV Sign In

Home Search Data Bank Data Services Help

Getting Started with Registration

This is the official U.S. government website for entity registration. Entity registration is **FREE**.

Before You Get Started

Before you start your registration, there are a few steps you must complete first. Review these steps to help ensure you set aside enough time to complete your registration.

- 1 Request a DUNS Number
- 2 Prepare Your Data
- 3 Get a Login.gov Account
- 4 Submit and Finish

1 Request a DUNS Number

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). Currently, the DUNS number, which is a unique nine-character identification number provided by Dun & Bradstreet (D&B) free of charge, is the official UEI. D&B assigns UEI (DUNS) for each physical location of a business. Requesting a UEI (DUNS) takes about 10 minutes. Receiving a UEI (DUNS) takes 1-2 business days (under normal circumstances) when using the D&B web form.

[Go to D&B web form](#)

[Entity Information Home](#)

NEW

Register Your Entity or Get a Unique Entity ID

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

[Get Started](#)

[Renew Entity](#)

[Check Registration Status](#)

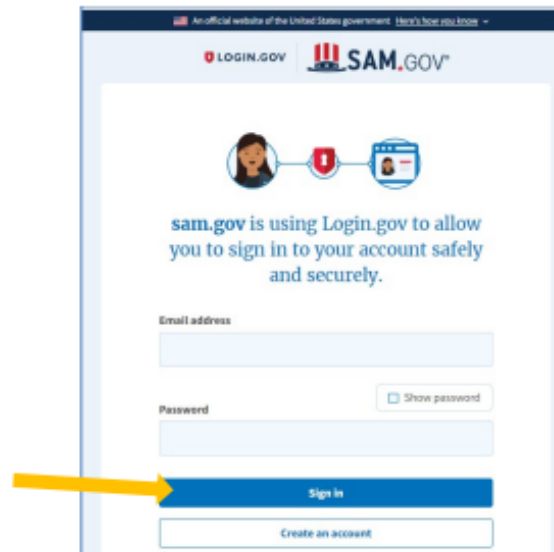
Already Registered?

- 1 [Managing your entity registration](#)
- 1 [Managing users and roles \(non-federal users\)](#)

Login.gov account.




2: Create a [Login.gov](https://www.login.gov/) account

After completing the steps from the previous page, and clicking on "Get Started", you will be directed to Login.gov. Here, click on "Create an account" to create a login.gov account. This account enables you to sign safely and securely into your SAM account.



An official website of the United States government | [Skip to main content](#)

LOGIN.GOV SAM.GOV

sam.gov is using Login.gov to allow you to sign in to your account safely and securely.

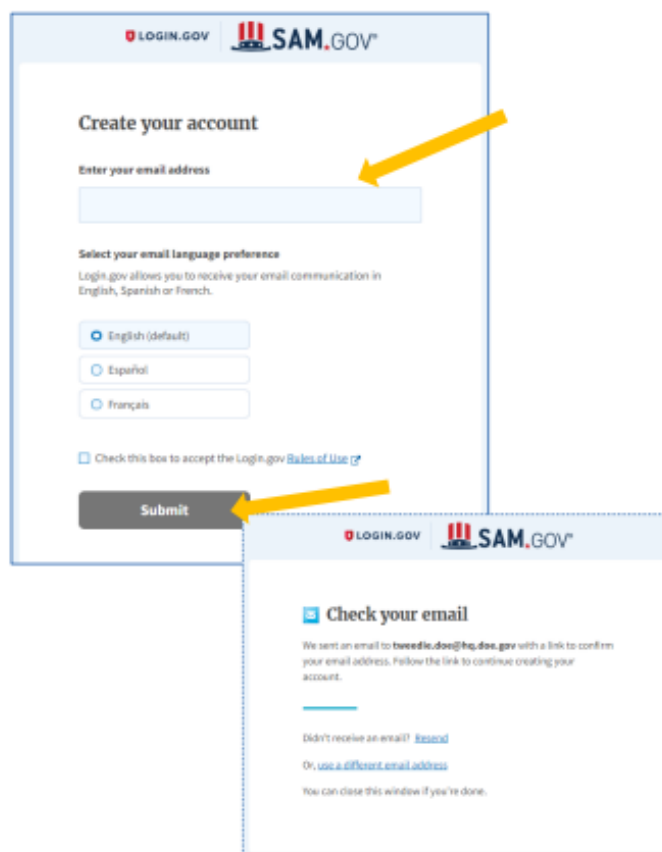
Email address

Password Show password

Sign in

Create an account

Enter your email address, accept the Rules of Use, then click on the "Submit" button. Once you submit your email address, you should see a message to check your email.



LOGIN.GOV SAM.GOV

Create your account

Enter your email address

Select your email language preference

Login.gov allows you to receive your email communication in English, Spanish or French.

English (default)

Español

Français

Check this box to accept the Login.gov [Rules of Use](#)

Submit

Check your email

We sent an email to tweedle.doe@hq.doe.gov with a link to confirm your email address. Follow the link to continue creating your account.

Didn't receive an email? [Resend](#)

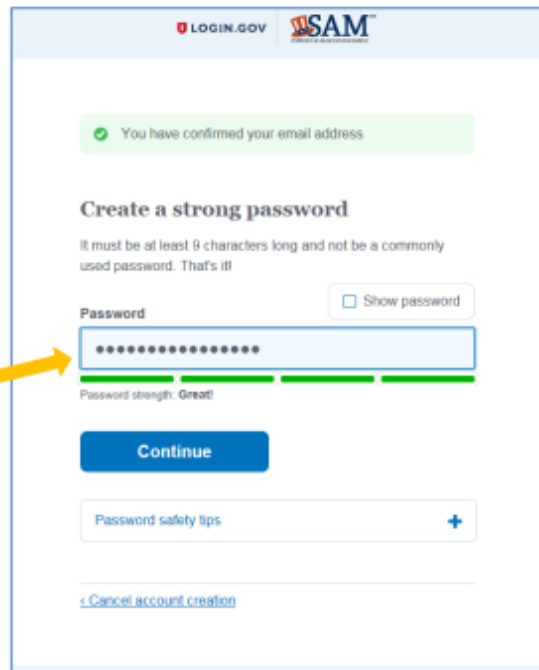
Or, [use a different email address](#)

You can close this window if you're done.

***Note:** You will need to create a login.gov account even if you already have a SAM account. Use the same email address here that you used for your existing SAM account. If you use any other email address to create your account at login.gov other than the one associated with your SAM.gov account, your SAM.gov roles will need to be reassigned. This could cause delays in updating your existing registrations. If you don't know which email is associated with your SAM.gov user account, contact the supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 Monday through Friday from 8 a.m. to 8 p.m. (ET).

When you receive an email from login.gov to confirm your email address, follow the instructions. When you follow the provided link, it will take you to a screen that asks you to create a password. Create a strong password and click on "Continue".

***Note that the link provided for you to confirm your email address will expire in 24 hours.**



The screenshot shows the login.gov account creation interface. At the top, there are logos for LOGIN.GOV and SAM. Below the logos, a green notification bar states "You have confirmed your email address". The main heading is "Create a strong password", followed by a note: "It must be at least 8 characters long and not be a commonly used password. That's all". There is a "Show password" checkbox. The password input field contains ten dots, and a yellow arrow points to it from the left. Below the input field, a progress bar shows "Password strength: Great!". A blue "Continue" button is visible. At the bottom, there is a "Password safety tips" link with a plus sign and a "Cancel account creation" link.

After you create a login.gov password, the next screen will ask you to select a second layer of security. You may select one of five options. Options are in order of more secure (Security key) to least secure (Backup codes).

The recommended "Authentication application" is a *secure* option to receive codes because it is harder to intercept than texts or phone calls. With this selection you will receive codes from an app on your phone, computer, or tablet.

The *less secure* "Phone" option enables you to receive security codes by text message (SMS) or phone call.

Make your single selection and click on the "Continue" button.

LOGIN.GOV **SAM.GOV**

Authentication method setup

Add a second layer of security so only you can sign in to your account.

Keep this information safe. You will be locked out and have to create a new account if you lose your authentication method.

Select an option to secure your account:

- Security key**
Use a security key that you have, it's a physical device that you plug in or that is built in to your computer or phone (it often looks like a USB flash drive). Recommended because it is more phishing resistant. **MORE SECURE**
- Government employee ID**
Insert your government or military PW or CAC card and enter your PIN. **MORE SECURE**
- Authentication application**
Get codes from an app on your phone, computer, or tablet. Recommended because it is harder to intercept than texts or phone calls. **SECURE**
- Phone**
Get security codes by text message (SMS) or phone call. Please do not use web based (VOIP) phone services. **LESS SECURE**
- Backup codes**
We'll give you 10 codes. You can use backup codes as your only authentication method, but it is the least recommended method since notes can get lost. Keep them in a safe place. **LEAST SECURE**

Continue


[Cancel account creation](#)

If you choose the “Authentication application” option, then you will be prompted to set up an authentication app. Follow the steps to set up this application and click “Submit”.

LOGIN.GOV | SAM.GOV

Add an authentication app

Set up an authentication app to sign in using temporary security codes. [What is an authentication app?](#)

- 1 Give it a nickname**
If you add more than one app, you'll know which ones which.
- 2 Open your authentication app**
- 3 Scan this QR barcode with your app**


Or enter this code manually into your authentication app

- 4 Enter the temporary code from your app**

Remember this browser

[Choose another option](#)



LOGIN.GOV SAM.GOV

**** *

Send your security code via text message (SMS) or phone call

We'll send you a security code **each time you sign in**.

Message and data rates may apply. Please do not use web-based (VOIP) phone services.

Phone number
Example: (202) 555-0123

How should we send you a code?
You can change this selection the next time you sign in. If you entered a landline, please select "Phone call" below.

Text message (SMS) Phone call

[Mobile terms of service](#)

Send code

[Choose another option](#)

If you choose to receive your security code by "Phone" then you will see the screen to the left. Provide your phone number and select either "Text message (SMS)" or "Phone call" then click "Send code".

Login.gov will send you a security code via text momentarily with this option. Enter the security code that you received by text when you are prompted to do so on screen and click the "Submit" button.

LOGIN.GOV SAM.GOV

Enter your security code

We sent a security code to +1 720-585-4995. This code will expire in 10 minutes.

One-time security code

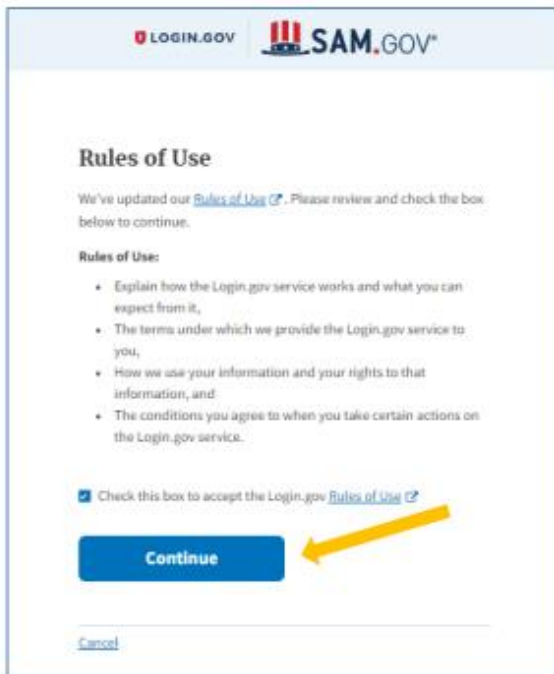
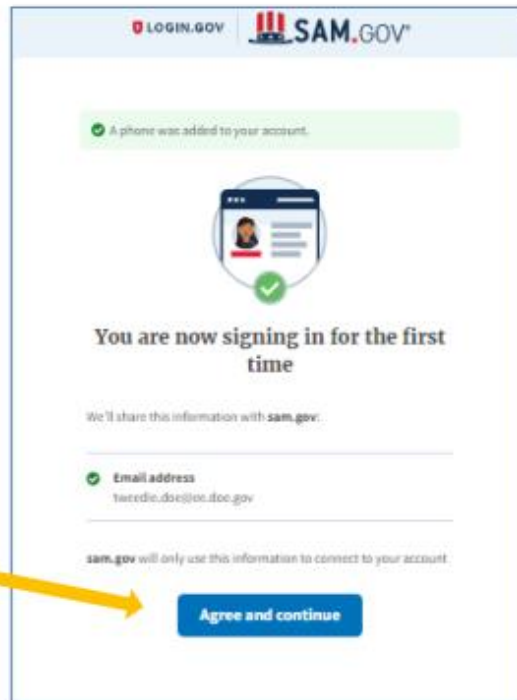
Submit

[Get another code](#) Remember this browser

Entered the wrong phone number? [Use another phone number](#)

[Choose another option](#)

You will then be notified that you are signing in to SAM.gov for the first time. Click on the "Agree and continue" button.



Read the Rules of Use, check the box to accept, then click on the "Continue" button.

Next, provide your name, email and phone number to complete your profile in SAM.gov. Click "Submit" when ready.

SAM.GOV Requests Notifications

Home Search Data Bank Data Services Help

Complete Your Profile

Congratulations! You have a login.gov account. To use your account at this website, complete the following fields. Unless marked as optional, all fields are required.

Name and Email

First Name
Tweedia

Last Name
Doe

Email
[REDACTED]

Business Phone (Optional)
Country Code is 1 for USA and North America

Country Code	Phone	Extension
1	[REDACTED]	411 2234

Submit **Cancel**

You may complete an optional Request Role form by providing the requested details. If you choose to skip this step and request a role later, click "Skip and Finish", otherwise click "Finish" to submit your role request. Either option will advance to the next screen. **Note:** under "Role", there is a drop-down menu where you may Select a Role.

SAM.GOV

Home Search Data Bank Data Services Help

Request Role (Optional)

Note: If you know that you need a role, you may request it now. All fields are required to submit a request. You may also choose to skip this step and request a role a later time.

Request Details

Entity *Required*
To be assigned additional roles and permissions for an organization, you must be associated with an entity. Enter an Entity ID (DUNS or [more](#))

Enter DUNS, UEI, LBN, CAGE, DoDAAC, or Office Code

Role *Required*
The following roles are available based on your profile. If you need an administrative or other specialized role, reach out to your [more](#)

Select a Role

Domain *Required*
You may select more than one domain, if appropriate.

Select a Domain

Additional Details *Required*
Provide additional details about your position and why you need the requested role to help your administrator make the appropriate [more](#)

Skip and Finish Finish

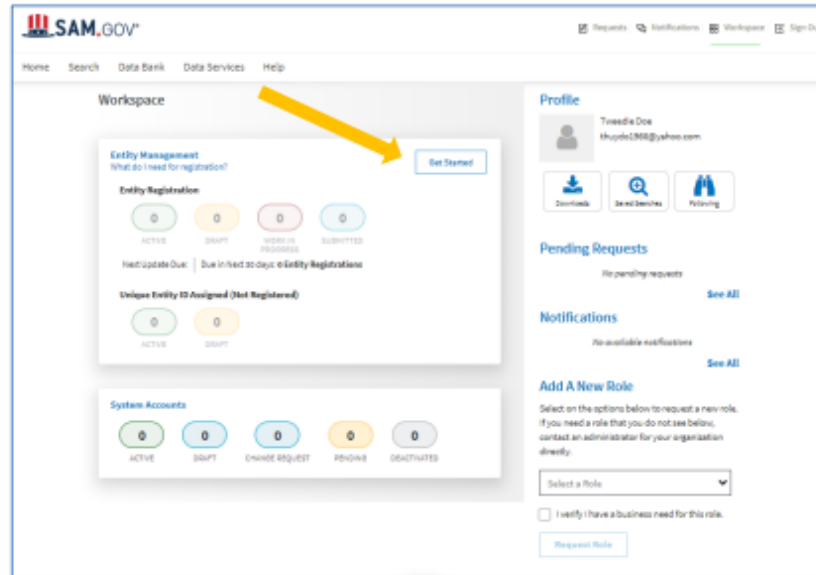
Role *Required*
The following roles are available based on your profile. If you need an administrative or other specialized role, reach out to your [more](#)

Select a Role

- Entity Reporting
 - Data Entry
 - Viewer
- Entity Registration
 - Data Entry
 - Viewer
- Contracts
 - Data Entry
 - Viewer

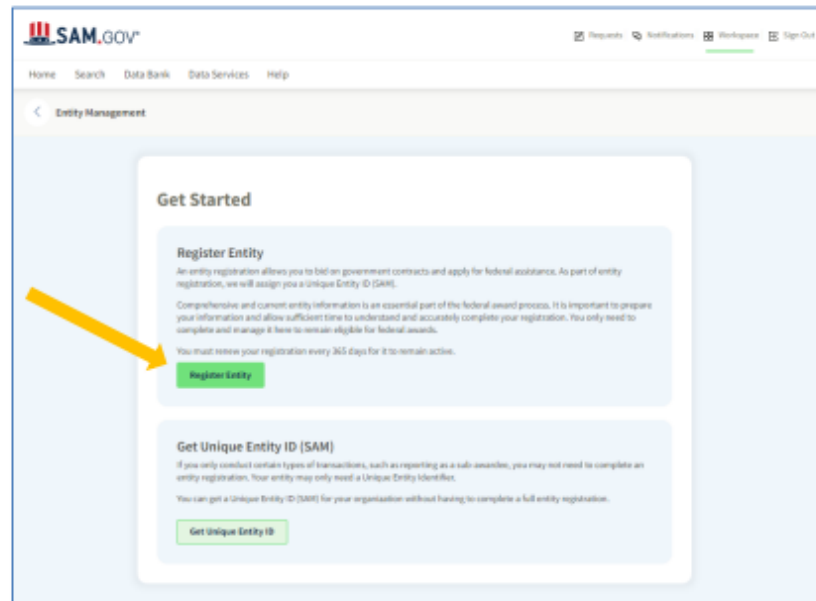
3: Register Your Entity

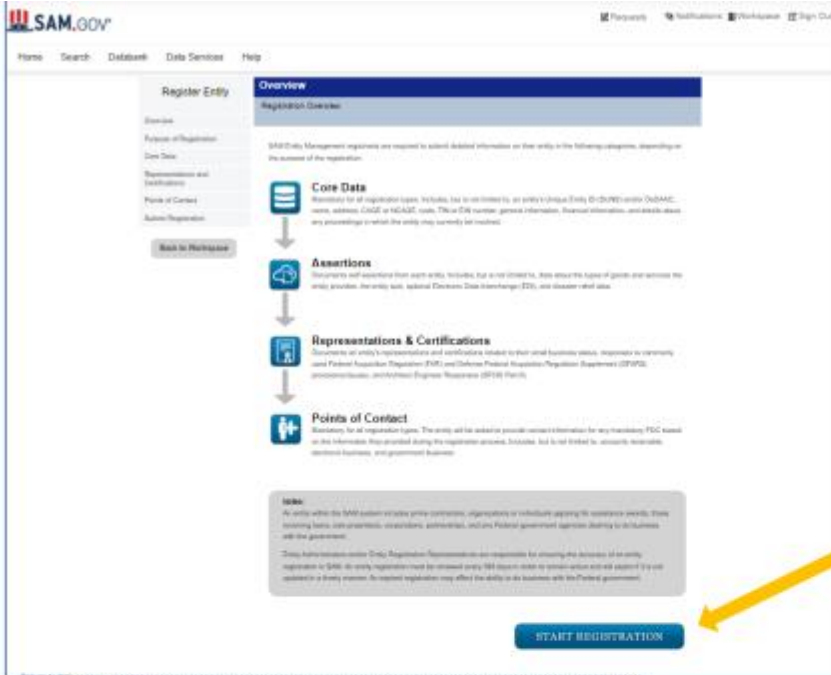
On this screen, your “Workspace” will display information on your SAM account activities, including your entity registration and Unique Entity ID (UEI) status. Click on “Get Started”.



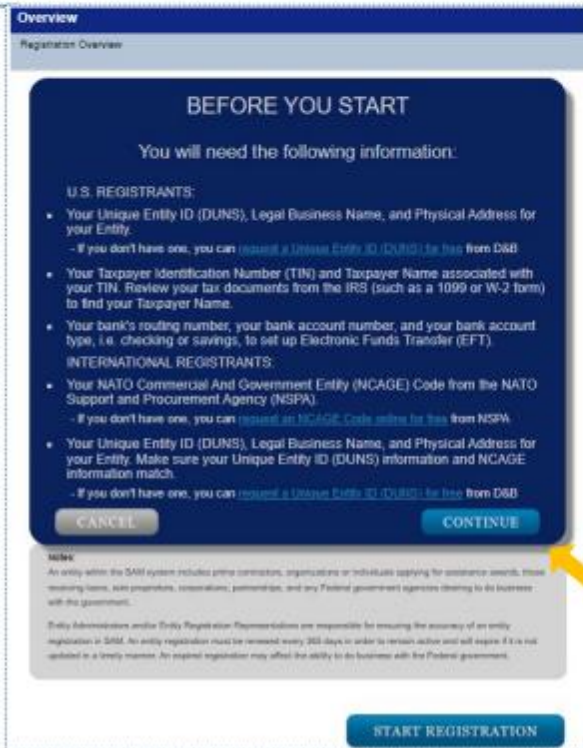
Now that you have a login.gov account and have completed your profile in SAM, you’re ready to register your entity. On the “Get Started” screen you will have the option to “Register Entity” or “Get Unique Entity ID” without having to register an entity.

Note: to apply for federal assistance, an entity must be registered with SAM.





When you click on “Register Entity” in the previous screen, you will see this screen that outlines the next important steps to register your entity. After reviewing, click “Start Registration”.



After clicking “Start Registration” in the previous step, the screen shown at left will appear, outlining the information you’ll need to provide to register your entity.

- Your Unique Entity ID (DUNS), Legal Business Name, and Physical Address for your Entity.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN.
- Your bank’s routing number, and your bank account type, to set up Electronic Funds Transfer (EFT).

Click “CONTINUE” when ready.

Register Entity | **Purpose of Registration**
Determine Purpose of Registration

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

This page will help you determine your entity's purpose of registration. First, select what type of entity you are registering in SAM. Then state why you are registering. Based on your response, you will complete different registration sections.

If you want to obtain federal contract awards, you must complete all four sections of the registration: Core Data, Assertions, Representations & Certifications (Reps & Certs), and Points of Contact (POCs). This is required by the Federal Acquisition Regulation (FAR) in [FAR 52.204.7.9 \(item for Award Management\)](#).

If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Reps & Certs), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2019, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or are a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

What type of entity are you registering?*

- Business or Organization
- U.S. Federal Government
- U.S. State Government
- U.S. Local Government
- Tribal Government
- Foreign Government

Why are you registering this entity to do business with the U.S. government?*

- I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.
- I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

[Cancel](#) [Previous](#) [Next](#)

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

Tip: Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.



Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

Register Entity | **Purpose of Registration**
Confirm Purpose

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#) [Cancel](#) [Previous](#) [Next](#)

Page Description

Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process.

Purpose of Registration: All Awards

You are required to complete the following sections:

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact



Register Entity

Core Data

Entity Information

Page Description: Please enter the information associated with the unique identifier of the entity you want to register. Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

Unique Identifier:

Unique Entity ID (DUNS):

If you don't already have one, you can request a Unique Entity ID (DUNS) for FREE from Dun & Bradstreet (D&B). For help, U.S. entities can contact D&B at 1-866-735-4771 or govt@info.com. International entities can email SAMhelp@dbs.com

Unique Entity ID (SAM):

Entity Name:

A critical new step in entity validation requires each entity to self-report their Legal Business Name and Physical address.

Legal Business Name: *

Entity Physical Address:

Please enter the physical address associated with your entity. Your SAM registration will not be activated if you used a mailing address to get your Unique Entity ID Number.

Address Line 1: *

Address Line 2:

City: *

State/Province: *

ZIP/Postal Code: *

Country: *

Buttons: Cancel, Previous, Next

Next, you will begin the process of providing all required information to register your entity.



A menu of sections that you will need to complete for entity registration is displayed in the top, left corner of the on-screen page. Sections that appear in this menu will vary depending on the selected options in the previous "Purpose of Registration" section (see Page Description on "Purpose of Registration" page for details).

Register Entity

- Overview
- Purpose of Registration
- Core Data**
- Representations and Certifications
- Points of Contact
- Submit Registration

Buttons: Back to Workspace

Core Data

Entity Information

Please enter the information associated with the unique identifier of the entity you want to register. Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

Unique Identifier:

Unique Entity ID (DUNS)

If you don't already have one, you can request a Unique Entity ID (DUNS) for FREE from Dun & Bradstreet (D&B). For help, U.S. entities can contact D&B at 1-866-735-4771 or govt@info.com. International entities can email SAMhelp@dbs.com

Each section in the Register Entity menu can be expanded to reveal the sub-sections that make up each section by clicking on the section title.

For example, in the image to the right, the Core Data section has been expanded to reveal its sub-sections, each containing forms that need to be completed before moving on to the next sub-section or section.

Note: You can only move from one section or sub-section to the next by completing each page.

Complete each section to move on to the final section "Submit Registration".



Register Entity

Overview

Purpose of Registration

Core Data

- Entity Information
- Verify Entity Information
- Business Information
- CAGE or NCAGE Code
- General Information
- Financial Information
- Executive Compensation Questions
- Proceedings Questions
- SAM Search Authorization
- Review Core Data

Representations and Certifications

Points of Contact

Submit Registration

Back to Workspace

Core Data

Entity Information

Please enter the information

Mandatory fields are marked

Unique Identifier:

Unique Entity ID (DUNS): *

If you don't already have one, contact D&B at 1-866-705-57

Unique Entity ID (SAM):

Entity Name:

A critical new step in entity validation

Legal Business Name: *

Entity Physical Address:

Please enter the physical address and your Unique Entity ID Number

Once you've completed the preceding section, you will advance to "Submit Registration". Here you will need to do a final review of the entity information entered in all prior sections of the entity registration. If changes need to be made, click the "Edit" button located in the upper right corner of each section (circled in image below).

Note: The image below does not capture the entire "Entity Review" page. Please review all fields and sections by scrolling through the entire page.

Submit Registration		Us Test Company 548
Entity Review		DUNS: 362261773
Page Description You have completed all sections of your entity's registration in SAM. Please validate the information presented on this page is correct before continuing. Select Edit to make changes to the appropriate sections. If you are satisfied with the information entered, select Submit.		
DUNS Number:	362261773	
D&B Legal Business Name:	Us Test Company 548	
Doing Business As:	US FICTITIOUS COMPANY 548	
Core Data		
Business & TIN Information:		
Business Information:		
Business Start Date:	09/11/2021	
Fiscal Year End Close Date:	12/31	
Company Division Name:		
Company Division Number:		
Corporate URL:		

At the bottom of the "Entity Review" page, after all entity information has been reviewed, click the "SUBMIT" button to complete your entity registration. **You are now finished with registering your entity in SAM.gov.**

By submitting this registration, you are certifying the information is accurate and complete. Knowingly providing false or misleading information may result in criminal prosecution under Section 1001, Title 18 of the United States Code. Criminal Penalties could include imposition of a fine, imprisonment, or both. You may be subject to other penalties as well, including, but not limited to, administrative remedies, such as suspension and debarment, ineligibility to participate in programs conducted under the authority of the Small Business Act, or civil liability under the False Claims Act.

After submitting your entity registration, a confirmation page will display, providing next steps and the option to return to your SAM Workspace. Review “What happens next?” and then click “Back to Workspace” where you can review, print a copy, or save to PDF your entity record.

Register Entity Uta Test Company 549
DUNS: 362261773

Submit Registration
Confirmation Page

Overview
Purpose of Registration
Core Data
Assertions
Representations and Certifications
Points of Contact
Small Business Certification
Submit Registration
Entity Review
Confirmation Page

Registration Submitted - Confirmation
Tue Jun 15 14:26:00 EDT 2021

You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

What happens next?

- 1 If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This could take two business days. You will get an email from @sam.gov when that review is complete.
- 2 Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This also is a FREE service. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.
- 3 If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
- 4 You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, select Check Status on the SAM.gov homepage to see where your registration is in the review process.
- 5 Remember, it is FREE to register and maintain your registration in SAM. If you get an email from any address that does not end in .gov or .mil, be cautious. If you get an email, text message, or phone call asking for money or payment of any amount, be very cautious. These parties do not represent the U.S. government. You engage third party vendors at your own risk.
- 6 You can get FREE help with your registration by contacting our supporting Federal Service Desk (FSD). In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Check the [PTAC website](#) to locate your closest PTAC.

Select Back to Workspace to be navigated to your Workspace where you can view your entity record and print or save a PDF.

[Back to Workspace](#)

Workspace

Entity Management
What do I need for registration? [Register Entity](#)

Entity Registration

2	0	0	1	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED	PENDING

Next Update Due: Sep 26, 2020 | Due in Next 30 days: 0 Entity Registrations

Unique Entity ID

0	0	0	0
ACTIVE	DRAFT	WORK IN PROGRESS	SUBMITTED

In your Workspace you can view your entity and track the registration status. Your registration will remain in the “Submitted” stage until it passes external validations, at which point the entity registration will become “Active”.

Your entity’s Unique Entity ID (SAM) is automatically assigned when the entity is put into the “Active” status after passing validation. You will then be able to view your Unique Entity ID (SAM) in your Workspace.

You can find help with registering your entity on SAM.gov here <https://sam.gov/content/help> where you can search the [Knowledge Base](#), “Go to Incident” or “Go to Live Chat”.

You may also contact the Federal Service Desk (FSD) by phone at 866-606-8220 Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

STEP 3:

Federal Construction Contract Provisions \$10,001 to \$100,000

Complete form. (Must be submitted with Bid)



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT**

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

Name of Bidder (Prime Contractor) _____

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

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

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

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

Date of Registration _____

Name of Subcontractor

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

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

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

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

Date of Registration _____

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

MBE/WBE PARTICIPATION AFFIDAVIT

Item Description (as seen on RFP):

Prime Bidder: _____

Prime Bidder (Company) Phone Number: _____

Prime Bidder (Company) Zip Code: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? MBE WBE Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.** Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements. Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder

Printed Name

Company Name

Date

SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____

Primary NAICS Code: _

Item Description (as seen on RFP):

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
		<input type="checkbox"/>			\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Add A and B. Divide by E and multiply by 100).					%

Please read and initial the following statement acknowledging you understand.

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, **you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director.** Initial _

Signature of Prime Contractor

Printed Name

Date Signed

MBE/WBE WAIVER REQUEST FORM

Fill out this form only if you are using subcontractors and did not meet the 20% MBE/WBE participation goal. MBE or WBE Prime Bidders that are certified by the State of Rhode Island are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov for review **prior to bid submission.**

This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit for in the future.

Prime Bidder: _____

Company Trade: _____

Item Description (as seen on RFP):

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____% MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF CONTRACTOR
REGARDING EQUAL EMPLOYMENT
OPPORTUNITY**

(For Prime Contracts Exceeding \$10,000) INSTRUCTIONS

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

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such

CERTIFICATION BY BIDDER

Name and address of bidder

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

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF CONTRACTOR
REGARDING SEGREGATED FACILITIES
(For Prime Contracts Exceeding**

\$10,000) Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

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

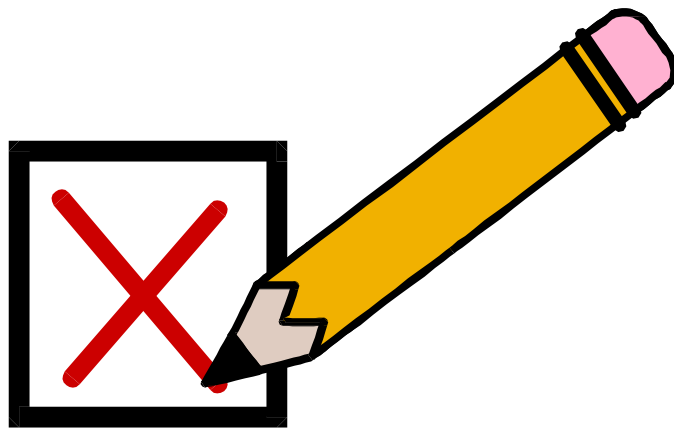
Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

CERTIFICATIONS FOR SUBCONTRACTORS

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





**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts)**

INSTRUCTIONS

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

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

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

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

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts)**

Name of Subcontractor: _____

Project Name and Number: _____ **The**

undersigned hereby certifies that:

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

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

2. REHABILITATION ACT OF 1973

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

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

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

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

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

B. Activities and contracts subject to Section 202

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

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

1. a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of

Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and- applicants for employment.
- d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for 'purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

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

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

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

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part II Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

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

4. THE AGE DISCRIMINATION ACT OF 1975

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

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

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

6. LABOR STANDARDS

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

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

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard which is defined as cracking, scaling,

peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

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

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

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

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

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

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

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

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

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

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

13. MINORITY BUSINESS ENTERPRISES

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

14. CDBG CERTIFICATION

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

15. SECTION 319 OF PUBLIC LAW 101-121

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

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

A. Lead-Based Paint Hazards

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

B. Use of Explosives

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

C. Danger Signals and Safely Devices

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

Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development

Applicability

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

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

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

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on

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

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

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

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe

benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after

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

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

incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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

designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the even the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices

at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

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

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

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utter or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has

filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and

Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The

Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

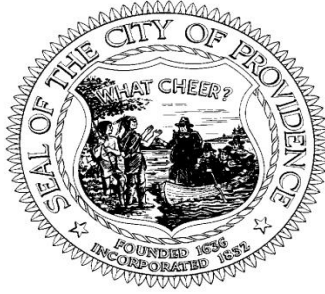


**CITY OF PROVIDENCE CDBG PROGRAM
FEDERAL CONSTRUCTION CONTRACT PROVISIONS
FOR CONTRACTS EXCEEDING \$100,000**



Building Vibrant Neighborhoods

**Department of Planning & Development
Division of Community Development
444 Westminister Street, Suite 3A
Providence, Rhode Island 02903**



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT**

**INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!**



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

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

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

For Contracts Exceeding \$100,000

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

Additional certifications by subcontractors prior to the start of work date

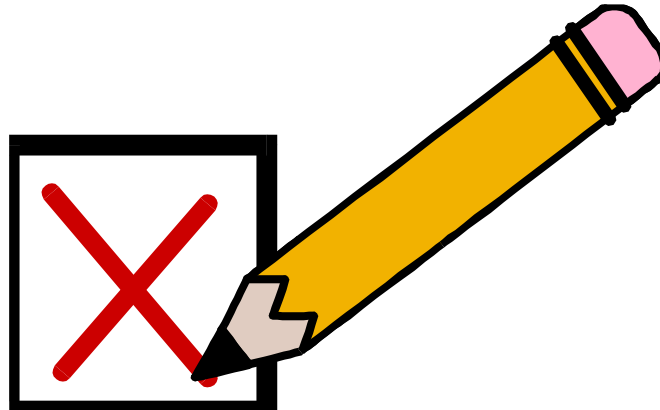
1. **For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity**
2. **For all subcontracts exceeding \$100,000; Section 3 Affirmative Action Plan, and Contractor's DBE/Subcontractor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

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

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

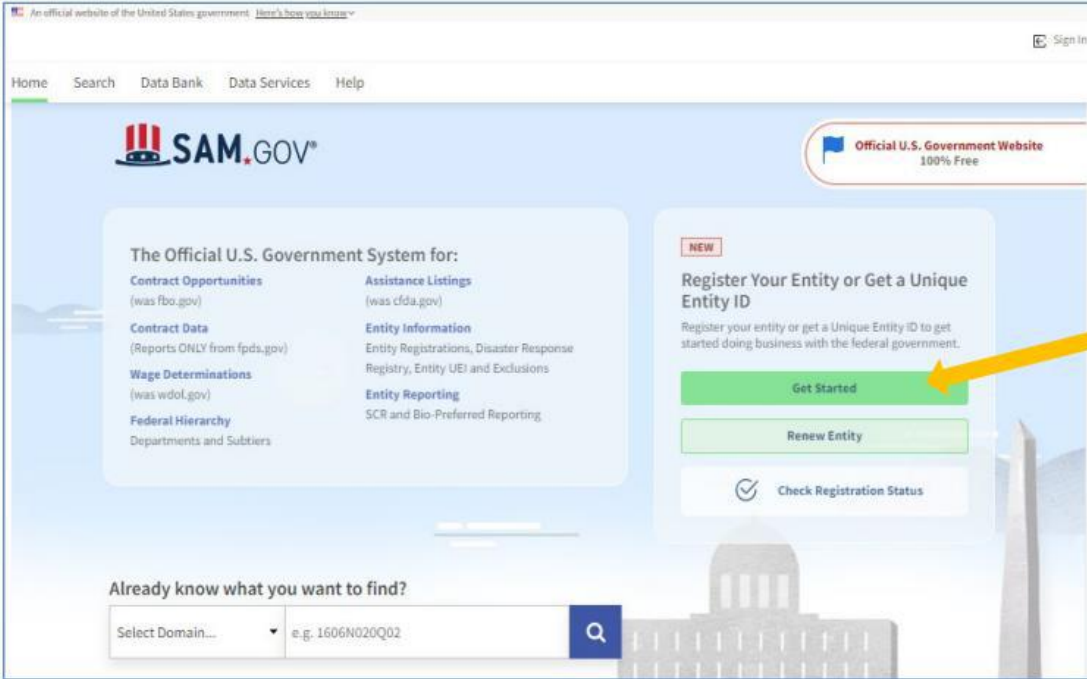
CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid

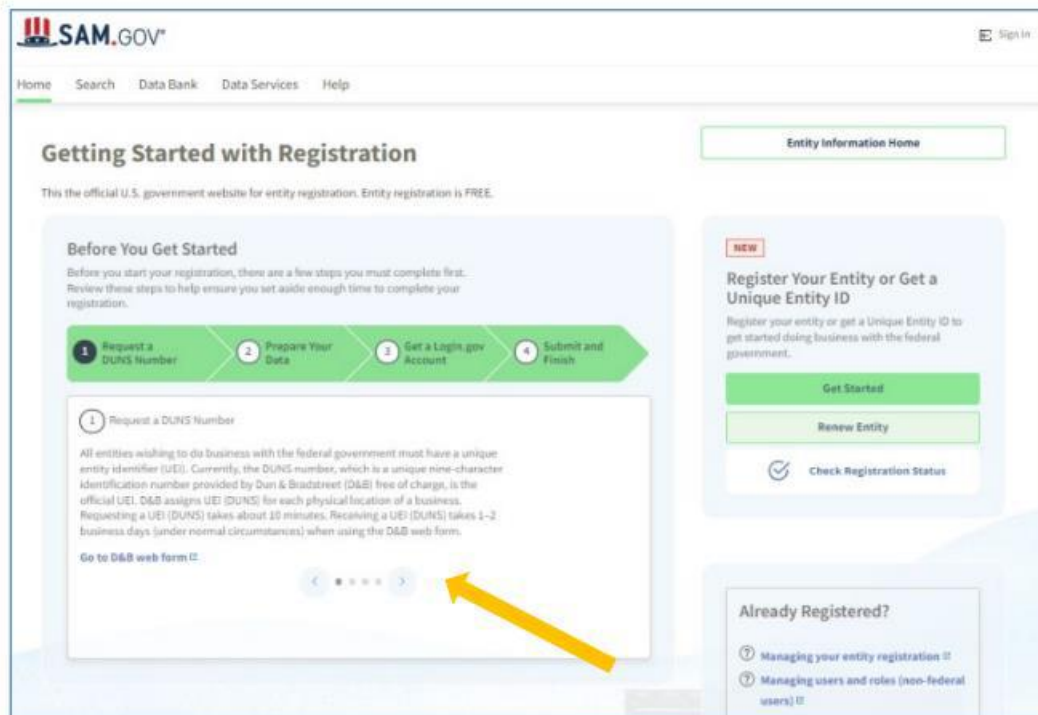


How to Register in SAM & Obtain a Unique Entity ID (SAM)

1: Getting Started There are four steps that you will need to complete: 1) Request a DUNS Number; 2) Prepare Your Data; 3) Get a Login.gov Account; 4) Submit and Finish.
Go to www.sam.gov and click on “Get Started”.



Next, review the steps that must be complete prior to registration



Once a DUNS number has been obtained and all core data about your entity has been gathered, click “Get Started” to create a Login.gov account

SAM.GOV Sign In

Home Search Data Bank Data Services Help

Getting Started with Registration

This the official U.S. government website for entity registration. Entity registration is FREE.

Before You Get Started

Before you start your registration, there are a few steps you must complete first. Review these steps to help ensure you set aside enough time to complete your registration.

- 1 Request a DUNS Number
- 2 Prepare Your Data
- 3 Get a Login.gov Account
- 4 Submit and Finish

1 Request a DUNS Number

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). Currently, the DUNS number, which is a unique nine-character identification number provided by Dun & Bradstreet (D&B) free of charge, is the official UEI. D&B assigns UEI (DUNS) for each physical location of a business. Requesting a UEI (DUNS) takes about 10 minutes. Receiving a UEI (DUNS) takes 1-2 business days (under normal circumstances) when using the D&B web form.

[Go to D&B web form](#)

Register Your Entity or Get a Unique Entity ID

NEW

Register your entity or get a Unique Entity ID to get started doing business with the federal government.

[Get Started](#)

[Renew Entity](#)

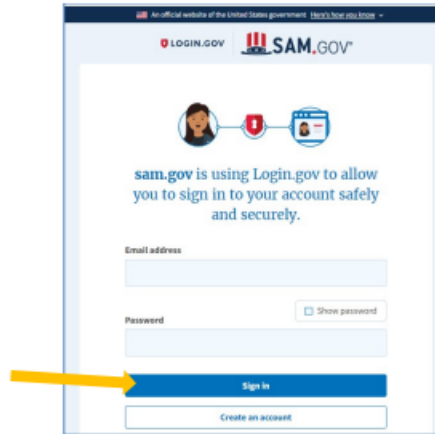
[Check Registration Status](#)

Already Registered?

- 1 [Managing your entity registration](#)
- 1 [Managing users and roles \(non-federal users\)](#)

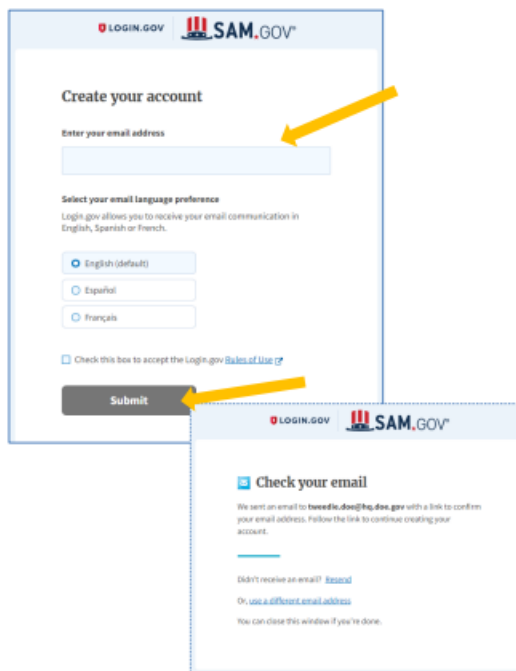
2: Create a [Login.gov](https://login.gov) account

After completing the steps from the previous page, and clicking on "Get Started", you will be directed to Login.gov. Here, click on "Create an account" to create a login.gov account. This account enables you to sign safely and securely into your SAM account.



The screenshot shows the Login.gov sign-in page. At the top, it says "An official website of the United States government" and "DON'T SEE WHAT YOU'RE LOOKING FOR?". Below that are the "LOGIN.GOV" and "SAM.GOV" logos. The main heading is "sam.gov is using Login.gov to allow you to sign in to your account safely and securely." There are two input fields: "Email address" and "Password" (with a "Show password" checkbox). At the bottom, there are two buttons: "Sign In" (highlighted with a yellow arrow) and "Create an account".

Enter your email address, accept the Rules of Use, then click on the "Submit" button. Once you submit your email address, you should see a message to check your email.



The top screenshot shows the "Create your account" page. It has a heading "Create your account" and a sub-heading "Enter your email address" with an input field. Below that is "Select your email language preference" with options for "English (default)", "Español", and "Français". There is a checkbox for "Check this box to accept the Login.gov Rules of Use" and a "Submit" button (highlighted with a yellow arrow).

The bottom screenshot shows the "Check your email" confirmation page. It says "We sent an email to bweed@hq.doe.gov with a link to confirm your email address. Follow the link to continue creating your account." It also includes links for "Didn't receive an email?", "Use a different email address", and "You can close this window if you're done."

Register Entity

Purpose of Registration
Determine Purpose of Registration

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

This page will help you determine your entity's purpose of registration. First, select what type of entity you are registering in SAM. Then state why you are registering. Based on your response, you will complete different registration sections.

If you want to obtain federal contract awards, you must complete all four sections of the registration: Core Data, Assertions, Representations & Certifications (Rep & Certs), and Points of Contact (POC). This is required by the Federal Acquisition Regulation (FAR) in FAR 27.204.2 System for Award Management.

If you are only interested in federal assistance opportunities, such as grants and loans, you must complete three sections of the registration: Core Data, Representations & Certifications (Rep & Certs), and POCs. If you decide later to pursue federal contract awards, you must update your SAM registration to change your purpose of registration and complete all four sections.

As of February 2, 2019, all entities registering for All Awards or Federal Assistance Only, will be required to review the Financial Assistance Representations and Certifications. These are a common set of certifications and representations required by Federal statutes or regulations in accordance with grants guidance under Title 2 of the Code of Federal Regulations. If you intend to apply for or as a recipient of a Federal grant or agreement, you must agree to the grants certifications and representations in the Representations & Certifications section of your entity registration.

Mandatory fields are marked with an asterisk or star symbol. Complete all mandatory fields before continuing to the next page.

What type of entity are you registering?

Business or Organization

U.S. Federal Government

U.S. State Government

U.S. Local Government

Tribal Government

Foreign Government

Why are you registering this entity to do business with the U. S. government? *

I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.

I only want to apply for federal assistance opportunities like grants, loans, and other financial assistance programs.

[Cancel](#) [Previous](#) [Next](#)

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

Tip: Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

Register Entity

Purpose of Registration
Confirm Purpose

Overview

Purpose of Registration

- Determine Purpose
- Confirm Purpose

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

[Back to Workspace](#)

Page Description

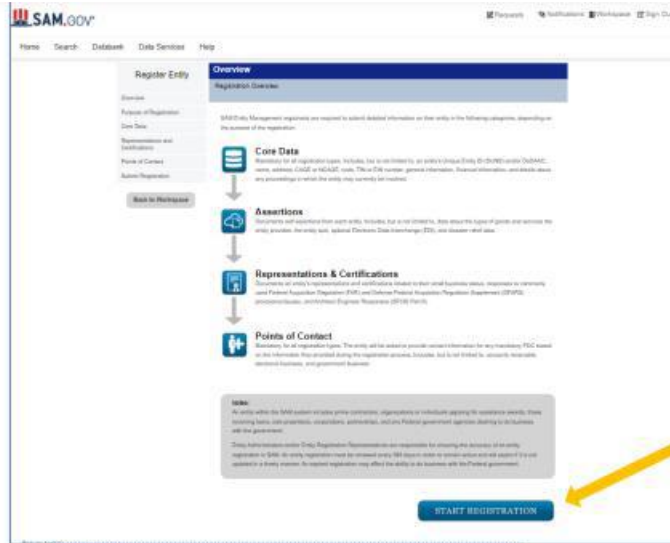
Based on the answers you provided on the previous page, SAM determined your purpose of registration and the sections you must complete based on that purpose of registration. If you need to make changes, please go back to the previous page. Otherwise, use the Next button to continue with the Entity Registration process.

Purpose of Registration: All Awards

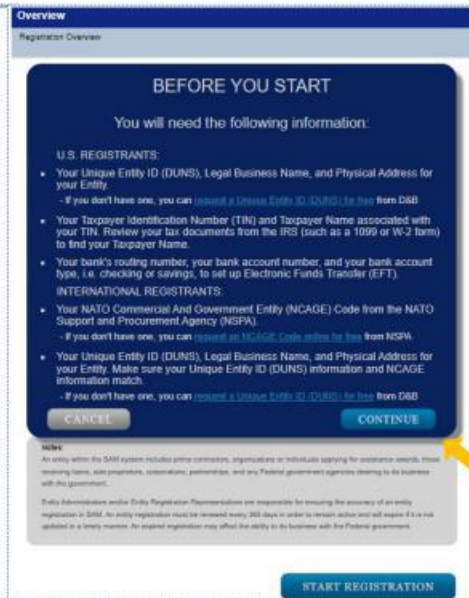
You are required to complete the following sections:

- Core Data
- Assertions
- Representations & Certifications
- Points of Contact

[Cancel](#) [Previous](#) [Next](#)



When you click on "Register Entity" in the previous screen, you will see this screen that outlines the next important steps to register your entity. After reviewing, click "Start Registration".



After clicking "Start Registration" in the previous step, the screen shown at left will appear, outlining the information you'll need to provide to register your entity.

- Your Unique Entity ID (DUNS), Legal Business Name, and Physical Address for your Entity.
- Your Taxpayer Identification Number (TIN) and Taxpayer Name associated with your TIN.
- Your bank's routing number, your bank account number, and your bank account type, i.e. checking or savings, to set up Electronic Funds Transfer (EFT).

Click "CONTINUE" when ready.

You will now begin the entity registration process, starting with identifying the purpose for registering your entity.

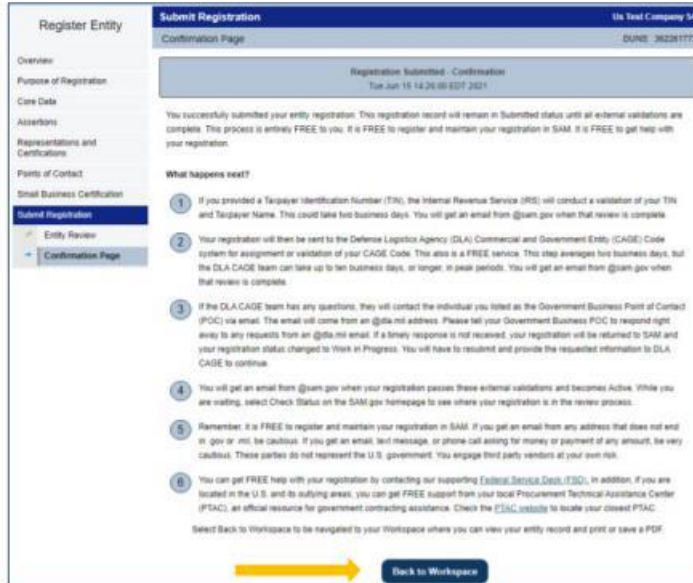
Tip: Read the “Page Description” thoroughly. The following sections and required information are specific to the selections made on this page.

Note: The options shown here were selected for the purpose of this guide.

Click on “Next” to advance.

Based on your selections in the previous sub-section, the subsequent screen will list the required sections that you will need to complete. Confirm the purpose of registration and click “Next” when ready.

After submitting your entity registration, a confirmation page will display, providing next steps and the option to return to your SAM Workspace. Review “What happens next?” and then click “Back to Workspace” where you can review, print a copy, or save to PDF your entity record.



In your Workspace you can view your entity and track the registration status. Your registration will remain in the “Submitted” stage until it passes external validations, at which point the entity registration will become “Active”.

Your entity’s Unique Entity ID (SAM) is automatically assigned when the entity is put into the “Active” status after passing validation. You will then be able to view your Unique Entity ID (SAM) in your Workspace.

You can find help with registering your entity on SAM.gov here <https://sam.gov/content/help> where you can search the [Knowledge Base](#), “Go to Incident” or “Go to Live Chat”.

You may also contact the Federal Service Desk (FSD) by phone at 866-606-8220 Monday – Friday 8:00 a.m. to 8:00 p.m. Eastern Time.



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT**

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

Name of Bidder (Prime Contractor) _____

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

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

Is your business registered with System for Award Management? Yes___ No___

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

Date of Registration _____

Name of Subcontractor _____

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

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

Is your business registered with System for Award Management? Yes___ No___

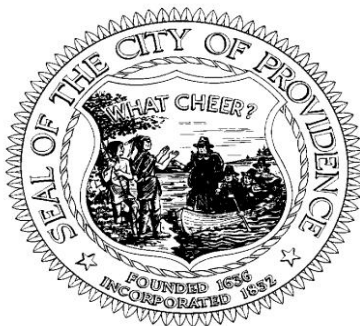
If NO, please register your business with System for Award Management.

Date of Registration _____

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding \$100,000)
INSTRUCTIONS**

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

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

CERTIFICATION BY BIDDER

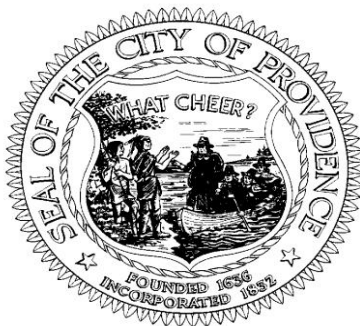
Name and address of bidder

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

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF CONTRACTOR REGARDING
SEGREGATED FACILITIES**

(For Prime Contracts Exceeding \$100,000)

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

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



Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
SECTION 3 REQUIREMENTS**

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

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

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

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

Applicability of Section 3 to Community Planning & Development Assistance

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

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

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

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

Triggering the Requirements of Section 3

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

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

Recipient Responsibilities Pursuant to Section 3

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

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

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or

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

Section 3 Business Concerns Are One of the Following:

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

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

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

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

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

Section 3 Clause

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

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

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

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

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

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

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

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

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

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

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

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

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

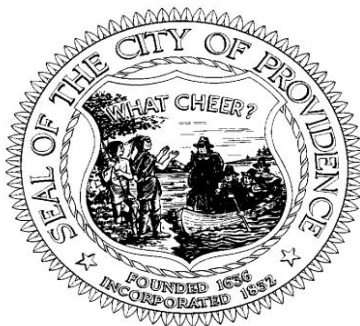
L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3, and include this Section 3 clause in its entirety into every subcontract awarded.

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

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

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

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



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
SECTION 3 AFFIRMATIVE ACTION PLAN**

(Prime Contractor)

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

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

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

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

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

CONTRACTOR CERTIFICATION

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

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

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

Signature of Authorized Representative

Date

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

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

Contractor: _____ Telephone: _____
Ext. _____

Contact Person: _____ Fax: _____

E-mail: _____

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

PROJECT # _____ PROJECT LOCATION: _____

TOTAL ANTICIPATED DBE _____ % PARTICIPATION FOR THIS SUBMISSION

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

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

Equal Opportunity Use:

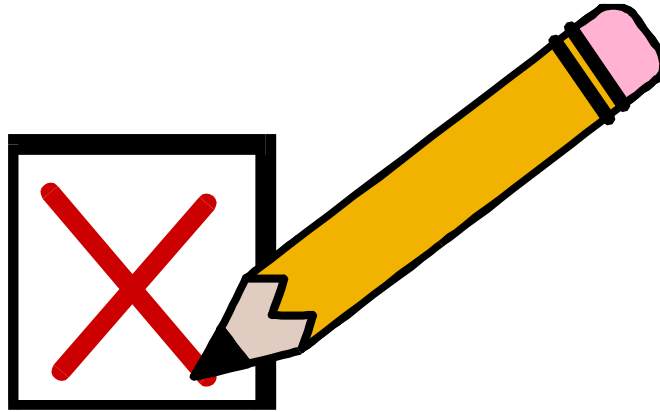
Form received: ____/____/____ Verified by: _____

cc: Contracts Other _____

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

SECTION 3 UTILIZATION REPORT

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





**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
SECTION 3 UTILIZATION REPORT
(To be Completed for all Prime Contracts Exceeding \$100,000)**

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: _____

Name of Project: _____

CDBG Project Number: _____ Wage Decision Number: _____

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

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

Total Number of Section 3 Employees Utilized on Project: _____

B. CERTIFICATION OF PRIME CONTRACTOR

As officer and representative of: _____

Name of Prime Contractor

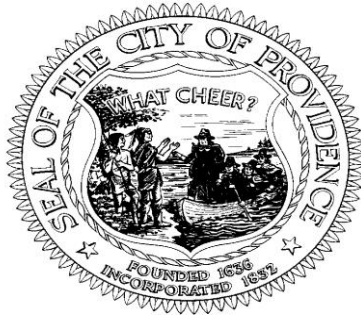
Address: _____

Telephone Number: _____

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

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative **Date**



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
DIRECTIONS FOR COMPLETION OF
SECTION 3 UTILIZATION REPORT
(For Prime Contracts Exceeding \$100,000)**

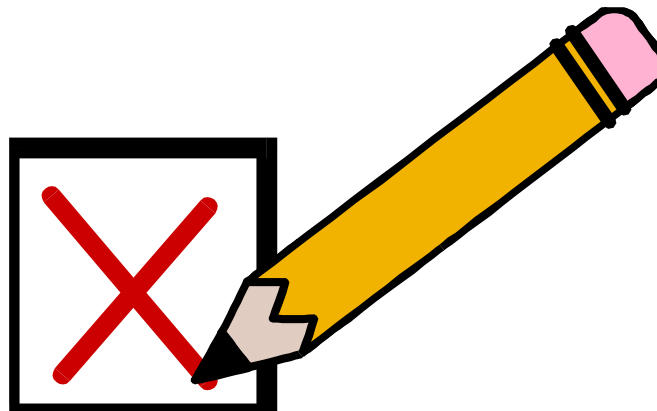
1. Determine if there has been Section 3 participation in the construction project.
 - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the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

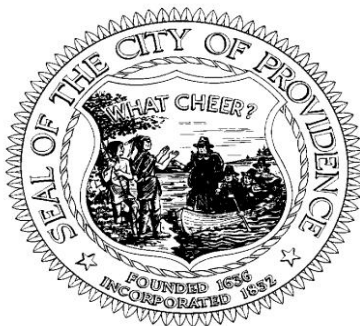
IMPORTANT REMINDER!

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

CERTIFICATIONS FOR SUBCONTRACTORS

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





**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts)
INSTRUCTIONS**

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

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

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
 Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
CERTIFICATION OF SUBCONTRACTOR REGARDING
SEGREGATED FACILITIES
(For Subcontracts)**

Name of Subcontractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

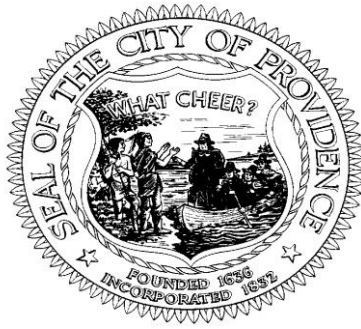
No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.



Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Date



**DEPARTMENT OF PLANNING & DEVELOPMENT
DIVISION OF COMMUNITY DEVELOPMENT
SECTION 3 AFFIRMATIVE ACTION PLAN**

(Subcontractor)

[For Subcontracts that exceed \$100,000]

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

- A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

- B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
 - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - (ii) Participants in HLJD Youthbuild Programs, and
 - (iii) Other Section 3 Residents.

- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.

- D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$100,000, and to require all bidders on subcontracts over \$100,000 to submit a Section 3

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

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

SUBCONTRACTOR CERTIFICATION

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

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

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

Signature of Authorized Representative

Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

2. REHABILITATION ACT OF 1973

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

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

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

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

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

B. Activities and contracts subject to Section 202

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. THE AGE DISCRIMINATION ACT OF 1975

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

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

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

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

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

Section 3 Clause:

- a) The work to be performed under this contracts subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u

(section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

7. LABOR STANDARDS

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

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

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

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

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

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

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air

quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

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

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

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

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

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

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

14. MINORITY BUSINESS ENTERPRISES

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

15. CDBG CERTIFICATION

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

16. SECTION 319 OF PUBLIC LAW 101-121

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

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

A. Lead-Based Paint Hazards

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

B. Use of Explosives

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

C. Danger Signals and Safely Devices

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

**Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development**

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

wage determination incorporated into the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Health and Safety

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

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

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