

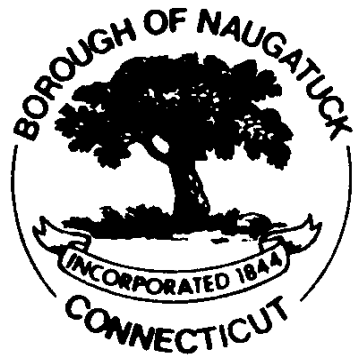
**Disposal of Controlled Materials  
NAUGATUCK, CONNECTICUT**

**Contract No. 19-23**

**CONTRACT DOCUMENTS**

**PREPARED BY THE  
BOROUGH OF NAUGATUCK  
CONNECTICUT**

**October 2019**



**BOROUGH OF NAUGATUCK**

## **INVITATION TO BID**

### **Borough of Naugatuck**

Sealed bids are invited and will be received by the Purchasing Agent, until 11:00 a.m., Wednesday, October 23, 2019 at the Town Hall, 229 Church Street, Naugatuck, CT and will be publicly opened and read aloud in the Hall of Burgesses, located on the 4<sup>th</sup> floor for the following:

#### **Contract No. 19-23    Disposal of Controlled Materials**

The Contract Documents may be examined at the Office of the Purchasing Agent, Town Hall, 229 Church Street, Naugatuck, CT 06770.

Copies of Contract documents may be obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov> documents can also be obtained at the Office of the Purchasing Agent upon submission of a non-refundable plan deposit in the form of a check or money order payable to the Borough of Naugatuck for **\$50.00** per set. All firms obtaining Contract Documents from the web site must submit contact information by e-mail to [jscully@naugatuck-ct.gov](mailto:jscully@naugatuck-ct.gov). Contact information must be submitted three days in advance of the bid opening to be considered. Bidders must check the Naugatuck web site to more than three days prior to the bid opening to check for addendums.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

“An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.”

## **SPECIFICATIONS**

### **STANDARD SPECIFICATIONS**

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specifications entitled “*STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION*”, Form 817, as revised by the Supplemental Specifications including all Supplements (otherwise referred to collectively as “ConnDOT form 817”) unless modified by the Special Provisions contained herein. “ConnDOT form 817” is hereby made part of this contract. Form 817 may be down loaded from the purchased from the Connecticut Department of Transportation web site

All references to Commissioner, Department, Engineer, and State anywhere within the Form 817 shall be interpreted to mean the Borough of Naugatuck or a duly authorized agent of the Borough. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

## INDEX TO CONTRACT DOCUMENTS

### SECTION

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## SECTION A

### INFORMATION FOR BIDDERS

#### Borough of Naugatuck

#### Contract No. 19-23; Disposal of Controlled Materials

##### 1. Proposals Received

Sealed proposals for Disposal of Controlled Materials will be received by the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770 until Wednesday, **October 23, 2019, at 11:00 A.M.** local time. Immediately following the bids will be publicly opened and read aloud.

##### 2. Location and Description of Work

These specifications will provide a basis for providing the Borough of Naugatuck, CT with Labor and equipment to load, transport, dispose of and document the disposal of approximately 1,900 cubic yards of Controlled/ impacted soil. The Borough of Naugatuck will supply labor and equipment to load all material onto contractor's trucks for transport and disposal. The covered material pile is located near the intersection of Maple Street and Old Fire House Road and 6 Rubber Ave, Naugatuck, CT 06770

On September 3, 2019, the US EPA issued a letter to the Borough of Naugatuck which approved the disposal of the soil stockpile as PCB remediation waste less than 50 ppm, in accordance with 40 CFR Section 761.61(a)(5)(i)(B)(2)(ii). All Bidders are required to acknowledge they will fully comply with the enclosed EPA Approval, including but not limited to Attachment 1, PCB Approval Conditions.

##### 3. None

##### 4. Specifications

Copies of the Specifications, EPA's PCB Cleanup and Disposal Approval, and prior waste disposal analyses may be seen and obtained at the Purchasing Office, Borough of Naugatuck, 229 Church Street, Naugatuck, CT 06770. The construction contract for the **Contract No. 19-23; Disposal of Controlled Materials**, will be entered into by the successful bidder and the Borough of Naugatuck. The State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 817 along with supplemental specifications contained herein will detail the general requirements for materials, methods of installation, measurement and basis of payment to be required in this project. Any references to the State of Connecticut, the Department, the commissioner, Engineer, or other terms indicating the State of Connecticut and her agents as party to the contract shall for this project mean the Borough of Naugatuck and her designated agents or employees.

Where insurance is required to be carried in the name of the State of Connecticut and the State of Connecticut is to be held harmless, this shall be done in the name of the Borough of Naugatuck and the Borough of Naugatuck shall be held harmless.

It is the intent of this contract to maintain all standard requirements of Form 816 without attempting to redefine every term within the 817 to the "Borough of Naugatuck".

The bidder shall, therefore, be aware that the Borough of Naugatuck and her agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in Form 817 and in the construction drawings.

#### 5. Addenda and Interpretations

No interpretations of the meaning of the Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to Mr. James Stewart, P.E., Borough of Naugatuck, Department of Public Works, Office, 246 Rubber Ave. Naugatuck, CT 06770. To be given consideration, such requests must be received at least six (6) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be mailed by certified mail with return receipt requested to all prospective Bidders, at the respective address furnished for such purposes, not later than four (4) days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### 6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

#### 7. None

#### 8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown below are to be considered as approximate only. The Inspector does not expressly or by implication agree that the actual quantity(ies) will correspond therewith, but reserves the right to increase or decrease the amount of any Item or portion of the work as may be deemed necessary.

#### 9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in controlled materials profiling, loading and authorized disposal. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

Lowest Responsible and Qualified Bidder: As used in this section, “lowest responsible and qualified bidder” means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DECD of the reasons for the rejection and request DECD concurrence. The Commissioner of DECD shall at his/her discretion either approve or deny the grantee’s rejection. The grantee agrees to hold DECD harmless from any and all claims by rejected bidders.

#### 10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same, or different, names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

#### 11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Purchasing Office, Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

#### 12. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

#### 13. Proposal Guarantee

No proposal will be considered unless accompanied by a certified check in U.S. dollars, or bid bond using an insurance company licensed to do business in the State of Connecticut in an amount of 5% of the total bid amount payable to the order of the Borough of Naugatuck, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated. Such checks or bid bonds will be returned to all bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful Bidder.

#### 14. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Mayor. Upon such notice, the Proposal will be handed to him unopened.

#### 15. Execution of Contract

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by him, or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

#### 16. Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a Payment bond in an amount not less than one hundred percent (100%) for the Contract prices as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. All Bonds shall be in the forms prescribed by Law or Regulation and be acceptable to the Owner. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. Bidder shall provide evidence that Surety Company is licensed to conduct business in the State of Connecticut. All sureties shall be in full force throughout the guarantee period and until the retainage is released.

#### 17. None

#### 18. Responsibility of the Contractor

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

#### 19. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State of Connecticut as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and



stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. *Commercial General Liability Insurance:* The Bidder shall maintain commercial general liability insurance policy insuring Tenant against liability for personal injury, death or damage to personal property arising out of use of the Premises by Tenant, that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.. In addition:

- Such policy will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self-insured retention carried by the additional insureds.
- Such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- Such policy shall contain a waiver of subrogation in favor to the Borough of Naugatuck and State of Connecticut.
- Such policy shall include coverage for the Bidder's sub-contractors or any person or entity directly or indirectly employed by said Bidder or or by anyone for whose acts said Bidder may be liable.

B. *Commercial Automobile Insurance:* The Bidder shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage and include a MCS 90 endorsement.

C. *Workers Compensation:* The Bidder shall provide statutory workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease and a policy limit of \$1,000,000. Such policy shall contain a 'waiver of our right to recover from other endorsement' in favor of the Borough of Naugatuck.

D. *Umbrella Liability Insurance*: The Bidder shall provide commercial umbrella liability with limits no less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C) as noted above.

D. *Transportation Pollution Liability*: The Bidder shall provide Transportation Pollution Liability insurance for over the road transportation of material, loading and unloading and non-owned disposal site coverage with limits no less than \$5,000,000 each occurrence and \$5,000,000 in the aggregate.

E.. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

F.. *Railroad's Protective Liability Insurance*: When the contract involves work on, over or under the right of way of any railroad company, the Bidder shall, with respect to the project operations it performs and also those performed for it by subcontractors, carry Railroad Protective Liability Insurance for and on behalf of the railroad company. The insurance shall provide coverage for each accident and occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$6,000,000 for all damages during the policy period.

G. F. *Blasting*: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs b, d and e above shall also contain provisions for protection, in the amounts state, against damage claims due to such use of explosives.

H. G. *Termination or change of Insurance*: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

I. H. *Claims*: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

J. I. *Compensation*: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

## 20. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right of way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements. within the Boroughs' right of way.

## 21. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

## 22. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

## 23. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

## 24. Sedimentation and Erosion Control Plan

The Contractor shall prepare a sedimentation and erosion control plan for the work if applicable.

## 25. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

## 26. None

## 27. Power of Attorney

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

## 28. Right to Reject

The Owner reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Owner

## 29. Prevailing Wage Rates:

- A. Prevailing wage rates shall apply to this contract
- B. The minimum wage rates, health, welfare and pension fund contributions are as determined by the State of Connecticut in accordance with the provisions of Section 31-53/31-54 of the Connecticut General Statutes.
- A. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or

contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

- B. The minimum current wage and benefit rates are set forth in the wage schedule (attached to the Bid Package). The Contractor will be bound and obligated by the Laws of Connecticut to insure payment to all workers involved with construction of this said Project.
- C. Certified payroll reports must be submitted to the Town.

30. State Set-Aside and Contract Compliance Requirements:

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at:

[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)

**Disposal of Controlled Materials**  
**Naugatuck, CT**

**SECTION B**  
**PROPOSAL**

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Owner is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Owner; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

The undersigned agrees that he shall execute the Contract within the ten (10) days after the date of award, and shall commence work within the ten (10) days after date of the Notice to Proceed and shall progress therewith to its entire completion within the time stipulated in the Contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

If this Proposal shall be accepted by the Owner and the undersigned shall fail to contract as aforesaid, and to give bonds as required, as determined by the canvass of bids, and with surety or sureties satisfactory to the Owner within ten (10) days from the date of the award, then the Owner may, at its option, determine that the Bidder has abandoned the Contract: thereupon, the Proposal and acceptance shall be null and void, and the bid security, accompanying this Proposal, shall become the property of the said Owner as liquidated damages for the delay and additional expense to the Owner caused thereby if said Proposal shall be rejected, or if said Proposal shall be accepted and the Bidder shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, the accompanying bid security shall be returned to the undersigned making bid.

**Disposal of Controlled Materials**  
**Naugatuck, CT**

**PROPOSAL continued**

The undersigned is aware that the Borough of Naugatuck may reject any and all bids in whole or in part; that the Borough may waive technical defects, irregularities and omissions; that the award will be based on the combination of items that will best serve the interest of the Borough; that the bid price does not include any taxes for which the Borough is not liable; and that acceptance of the bid will establish no exclusive contract by which the Borough of Naugatuck will be required to purchase from the undersigned.

The undersigned claims without reservation that his/her bid is made without collusion with any other person, individual or corporation.

Bid Item quantities for unit price bid items are not guaranteed. Final payment will be based on actual installed quantities. Items not specifically identified for payment in the Bid Form shall be assumed to be included in the work effort of other bid items and shall not be paid or requested for payment separately.

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

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

Town: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

Agent Signature: \_\_\_\_\_

**Disposal of Controlled Materials**  
**Naugatuck, CT**  
**PROPOSAL continued**

**Disposal of Controlled Materials**

**Item 1 Environmental Health and Safety**                      \$ \_\_\_\_\_ **Lump Sum**

**Item 2 Profiling, transportation and permitted disposal of Controlled Materials (soil) consisting of PCB Remediation Waste with a maximum known as-found PCB concentration of 18 mg/kg. All work to be completed in accordance with the EPA Approval dated September 3, 2019.**

2,700 Tons @     \$ \_\_\_\_\_/Ton                      \$ \_\_\_\_\_ Total Price

Total Bid Amount                      \$ \_\_\_\_\_

Costs of all Mobilization, Demobilization, Insurance, Bonding, Administration, Manifest Paperwork, OSHA and Environmental Compliance Items Shall be included in the unit prices for Item 2 whereby no additional measurement will be required.

The Borough of Naugatuck will supply labor and equipment to load all material on contractor's equipment for transport and disposal.

Subject to the approval of the Borough of Naugatuck, the soils will be transported and disposed at the following permitted facilities:

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And/Or

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**SECTION C**

**REFERENCES/QUALIFICATIONS**

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business as a General Contractor: \_\_\_\_\_

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

\_\_\_\_\_

\_\_\_\_\_

4. List equipment Bidder owns that is available for this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. List equipment the Bidder plans to rent or purchase for this project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Major Material Supplier: \_\_\_\_\_

\_\_\_\_\_  
Bidder



**BOROUGH OF NAUGATUCK**

**CONTRACTOR'S QUALIFICATION SUMMARY**

The bidder is required to submit this summary with his bid in order that the Borough of Naugatuck may properly evaluate the qualifications of the Contractor. Failure to submit this summary in proper form will be cause of rejection of the bid. .

List projects below:

<b>Owner's Name</b>	<b>Year Completed</b>	<b>Project Number</b>	<b>Tons Disposed</b>	<b>Person to Contact Name/Telephone</b>

**VENDOR NAME:** \_\_\_\_\_

# **SECTION D**

## **BID BOND /SURETY GUARANTY**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

as Principal, and \_\_\_\_\_ as Surety are held and firmly bound unto Borough of Naugatuck hereinafter called the "Owner", in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying BID, dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

NOW THEREFORE, if the Principal shall not withdraw said Bid within the time period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and Owner, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified thereof, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this BID BOND as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of the BID BOND shall be valid unless agreed to in writing by the parties to this Bond.

**BID BOND**  
(Page 2 of 2)

In presence of:

\_\_\_\_\_

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

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

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

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

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

\_\_\_\_\_  
(Business Address)

By:

\_\_\_\_\_  
Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_

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

\_\_\_\_\_  
(Business Address)

By:

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned

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

\* Attorney-in Fact, State of \_\_\_\_\_

\* Power-of Attorney for person signing for Surety Company must be attached to Bond.

**SURETY GUARANTY FORM**

(To accompany Proposal)

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

(Name of Surety Company)

corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for the Disposal of Controlled Materials is awarded to \_\_\_\_\_, the undersigned corporation will execute the

(Name of Bidder)

bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

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

(To be accompanied by the usual proof of authority of officers of Surety Company to execute the same.)

# **SECTION E**

## **CONTRACT AGREEMENT AND CERTIFICATE AS TO CORPORATE PRINCIPAL**

**CONTRACT AND AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_,  
Between the Borough of Naugatuck, with its principal office and place of business at 229 Church  
Street, Connecticut 06770, acting herein through it's Mayor and  
\_\_\_\_\_, a \_\_\_\_\_, with an office and  
place of business at \_\_\_\_\_, hereinafter called the contractor.

WITNESSETH: That the parties to this agreement in consideration of the undertakings, promises,  
and agreements on the part of the other herein contained, hereby undertake, promise, and agree as  
follows:

**I Definitions**

The word "Owner" as used herein shall mean the Borough of Naugatuck, acting through  
its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of like  
effect or import, used herein shall mean that the direction, requirement, permission, or allowance  
of the Borough of Naugatuck Inspector is intended and similarly the words "approved",  
"reasonable", "suitable", "proper", "satisfactory", or words of like effect or import, unless  
otherwise particular specified herein, shall mean approved, reasonable, suitable, proper, or  
satisfactory in the judgement of the Borough of Naugatuck Inspector.

The word "Contractor" shall mean \_\_\_\_\_ or it's duly authorized agents.

**II Contract Includes**

The indices, headings and subheadings are for convenience only and do not form a part of  
the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, and  
other services necessary for the completion of this Contract and shall complete and finish the same  
in the most thorough, workmanlike, and substantial manner, in every respect, to the satisfaction  
and approval of the Borough of Naugatuck Inspector, in the manner and within the time hereinafter  
limited, and in strict accordance with the Advertisement, Information for Bidders, Proposal,  
General Requirements, Detailed Specifications, and Addenda hereto attached, and the Contract  
Drawings herein referred to, (collectively the "contract documents"), which contract documents  
are hereby made a part of this Contract as fully as if the same were repeated at length herein.

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

**III Specifications and Contract Drawings Supplementary**

The said Specifications and Contract Drawings are intended to supplement each other, and

together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Borough of Naugatuck Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Borough of Naugatuck Inspector. From time to time during the progress of the work, the Borough of Naugatuck Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

#### IV Modifications

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable to do so. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Borough of Naugatuck Inspector; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Borough of Naugatuck Inspector, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Borough of Naugatuck Inspector. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Borough of Naugatuck Inspector, shall be made. The Borough of Naugatuck Inspector's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Borough of Naugatuck Inspector in writing and sent to the Contractor.

#### V Correction of Errors and Omissions

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the import of anything contained in either, the explanation and decision of the Borough of Naugatuck Inspector shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Borough of Naugatuck Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Borough of Naugatuck Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Borough of Naugatuck Inspector. The effect of such corrections shall date from the time that the Borough of Naugatuck Inspector gives due notice thereof to the Contractor.

#### VI Borough of Naugatuck Inspector's Decision

All work under this Contract shall be done to the satisfaction of the Borough of Naugatuck Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which



may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Borough of Naugatuck Inspector in all such matters shall be final and binding upon the parties thereto.

#### VII Inspection of Work

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Borough of Naugatuck Inspectors, inspections, or agents, for the purpose of determining, in the Borough's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Borough of Naugatuck Inspector to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Borough of Naugatuck Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Borough of Naugatuck Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Borough of Naugatuck Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Borough of Naugatuck Inspector. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

#### VIII Address of Contractor

The address in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Borough to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

#### IX Obligation of the Contractor

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful

construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at its own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of his agent, employees, or workmen. He shall provide access at all times to private property.

#### X Occupational Safety and Health Act

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

#### XI Nondiscrimination in Employment

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

#### XII Personal Attention and Competent Workmen

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Borough of Naugatuck Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Borough of Naugatuck Inspector and who shall not be changed, except with the consent of the Borough of Naugatuck Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful men to do the work, and whenever the Borough of Naugatuck Inspector shall notify the Contractor in writing that any man on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Borough of Naugatuck Inspector.

#### XIII Public Safeguards

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

#### XIV Materials and Workmanship

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Borough of Naugatuck Inspector to require first class work and materials in all respects, and such interpretation shall be accepted by the Contractor.

#### XV Materials and Manufactured Articles

All materials and workmanship shall be subject to the approval of the Borough of

Naugatuck Inspector and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior, or low grade, material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

#### XVI Unnoticed Defects

The inspection of the work and materials by the Borough of Naugatuck Inspector shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Borough of Naugatuck Inspector and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Borough of Naugatuck Inspector.

#### XVII Care and Protection of Work

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Borough of Naugatuck Inspector, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

#### XVIII Assignment of Contract

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

#### XIX Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award the work to a subcontractor(s) without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

#### XX Liability of Contractor for Employees

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault

or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

#### XXI Coordination With Other Contractors and Utilities

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

#### XXII Permits, Laws, Codes, Ordinances and Insurance

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in Section 19, Information of Bidders and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

#### XXIII Patent Rights

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

#### XXIV Defense of Suits

The Contractor shall indemnify and hold harmless the Borough of Naugatuck and the State of Connecticut and its consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### XXV Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgements regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

#### XXVI Completion of Work by Owner

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have

#### XXVI Completion of Work by Owner (continued)

been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

#### XXVII Partial and Final Estimates

On, or about, the last day of the month, the Borough of Naugatuck Inspector shall make an approximate estimate of the value of the work done and of the materials incorporated into the work.

The Owner will pay the Contractor, within 30 days of receipt of an estimate, ninety-five percent (95%) of the total estimated value of the work done, as estimated by the Borough of Naugatuck Inspector less previous payments. Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate are less than \$2,000.00.

The Borough of Naugatuck Inspector shall, as soon as practicable after the completion of work, make a final certificate of the entire amount of the work done under this Contract, and the value thereof, and the Owner shall, within thirty (30) days after such final estimate is approved,

pay the entire sum so found to be due hereunder, after deducting there from all previous payments and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before payment of each estimate, the Contractor shall provide the Owner with a mechanic's lien waiver from the Contractor and all persons who have done work or furnished materials under this Contract.

#### XXVIII Extra Work

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Borough of Naugatuck Inspector, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Borough of Naugatuck Inspector, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally, if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Borough shall be paid, nor is the Borough liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. an agreed on lump sum price, or
2. the reasonable cost, as determined by the Borough of Naugatuck Inspector, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Borough of Naugatuck Inspector access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Borough of Naugatuck Inspector before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

#### XXIX Payment

The Owner, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the Borough of Naugatuck Inspector, the prices stipulated in the said Proposal hereto attached, such payment to be made at the times and in the manner and upon the conditions herein expressly provided. The Owner also agrees to pay in addition such amounts as may be agreed upon for modifications and for extra work.

#### XXX Guarantee

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Owner. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

#### XXXI Repairs for One (1) Year

The said party of the second part further agrees that if, at any time during the period of one (1) year from the date of the final estimate of the work herein contracted for, any part of the work done under this Contract shall be deemed by the Borough of Naugatuck Inspector to require repairing under the aforesaid Contractor's guarantee, then the said Owner shall notify the said Contractor to make the repairs so required at no expense to the Owner.

Such replacements, or repairs, shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to allow for the time delay incident to the service of a notice, then the Owner will have the right to make such replacements or repairs, and the expenses thereof shall be paid by the Contractor.

#### XXXII Rate of Progress and Time of Completion

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications within Twenty one (21) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

#### XXXIII Extension of Time

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Borough of Naugatuck Inspector, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Borough of Naugatuck Inspector thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Borough of Naugatuck Inspector, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

#### XXXIV Damages for Failure to Complete on Time

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of Two Hundred Dollars (\$200.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor

under this Contract.

#### XXXV No Waiver of Rights

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Borough of Naugatuck Inspector, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Borough of Naugatuck Inspector.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Owner or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

#### XXXVI Mandatory Negotiation

Contractor and the Owner agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

#### XXXVII Arbitration

Any dispute or question arising under the provisions of this contract which has not been resolved under the mandatory negotiation paragraph of this contract shall be determined by arbitration. Arbitration proceedings shall occur at a neutral location in Waterbury, Connecticut, and shall be conducted in accordance with the rules then applicable of the American Arbitration Association. Arbitration shall proceed before a pane of one arbitrator to be selected by American Arbitration Association. The decision of the Arbitrator shall be final and may be entered in any court having jurisdiction thereof. Each party shall pay one-half of all costs and expenses of such arbitration.

#### XXXVIII Owner's Right to Use

The Owner reserves the right to use or occupy any portion of the work considered by the Borough of Naugatuck Inspector as ready for use or occupancy. Such use or occupancy shall not be held, in any way, as final acceptance of the work or any portion thereof, or as a waiver of any portion of this Contract.

#### XXXIX Verification of Data

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Owner nor the Borough of Naugatuck Inspector are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

#### XXXX Contractor's Wage Certification Form



If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

XXXXI Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Borough of Naugatuck Inspector or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

XXXXII Final Estimate Constitutes Release

It is agreed that acceptance by the Contractor of the last payment made, under the provisions of Article XXVII, shall operate as and shall be a release to the Owner, and every agent thereof, from all claims and liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any agent thereof, except any claim against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

XXXXIII Delays or Termination by Governmental Authorities

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Borough of Naugatuck Inspector shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Sections XXX (Guarantee) and XXXI (Repair) shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Borough of Naugatuck Inspector is formally approved by the Borough.

XXXXIV Validity of Agreement

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed  
in the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Borough of Naugatuck  
Mayor

\_\_\_\_\_  
(Duly Authorized)

Contractor

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ of the Corporation named as Contractor in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate  
Seal)

\_\_\_\_\_

Title

\_\_\_\_\_

# **SECTION F**

## **PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly  
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, a copy of  
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, an any extensions thereof which may be granted by the OWNER, with or without  
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and  
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER  
from all costs and damages which may suffer by reason of failure to do so, and shall reimburse  
and repay the OWNER all outlay and expense which the OWNER may incur in making good any  
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that  
no change, extension of time, alteration or addition to the terms of the contract or to WORK to be  
performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect  
its obligation on this BOND, and it does hereby waive notice of any such change, extension of  
time, alteration or addition to the terms of the contract or to the WORK or to the  
SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR  
shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts each one of  
Which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ATTEST:

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

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
ATTEST:

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

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

By \_\_\_\_\_ Principal \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_ Attorney-in-Fact \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTES: If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# **SECTION G**

## **PAYMENT BOND**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

By \_\_\_\_\_ Principal \_\_\_\_\_(s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Surety

ATTEST:

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

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_ Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# **SECTION H**

## **Specifications**

## **ITEM 1 ENVIRONMENTAL HEALTH AND SAFETY**

### **Description**

Under this Item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the Project Area of Environmental Concern (AOEC). Work under this Item consists of the development and implementation of a written Health and Safety Plan (HASP) that addresses the relative risk of exposure to potential hazards present within Project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions.

Note: The Engineer will prepare a site-specific HASP, which is compatible with the Contractor's HASP and will be responsible for the health and safety of all Project Inspectors, Department employees and consulting engineers.

### **Materials**

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

### **Construction Methods**

#### **A. Existing Information**

The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigations to develop the HASP. A list of documents containing this data is found in "Notice to Contractor – Environmental Investigations."

#### **B. General**

The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS, WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES, IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the limits of the AOEC, as identified in the Contract Documents, and in other areas identified by the Engineer or by the HASP where site conditions may pose a risk to worker health and safety and/or the environment. **No physical aspects of the work within the contaminated area shall begin until the HASP is reviewed by the Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with Article 1.03.08, will begin on the date stipulated in the Notice to Proceed.**

#### C. Regulatory Requirements

All construction related activities performed by the Contractor within the limits of the AOEC or in other areas where site conditions may pose a risk to worker health and safety and/or the environment shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

#### D. Submittals

Three copies of the HASP shall be submitted to the Engineer within one (1) weeks after the Award of Contract or ten (10) days prior to the start of any work in the AOEC, whichever is first, but not before the Award of the Contract.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). He/she shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Engineer will review the HASP within two (2) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan, if any, to assure consistency with the specifications, applicable standards, policies and practices and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Engineer for determination of compliance with this item. The Contractor shall not be allowed to commence work activities in the AOEC, as shown on the Plans, or where site conditions exist which may pose a risk to worker health and safety and/or the environment, until the HASP has been reviewed and determined to conform to the requirements of this specification by the Engineer. **No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.**

#### HASP Provisions

##### 1. General Requirements

The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b) (4) and those listed below shall be addressed in the HASP. **Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given to that topic.**

## 2. Elements

### a. Site Description and Contamination Characterization

The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

### b. Safety and Health Risk Analysis/Activity Hazard Analysis

The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

### c. Staff Organization, Qualifications and Responsibilities

The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under “Level C” conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include, but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training, including current 8-hour refresher training, and 8-hour HAZWOPER supervisory training; a minimum of one year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of federal and state safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor’s HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- i. Directing and implementing the HASP;
  - ii. Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP;
  - iii. Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern;
  - iv. Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern;
  - v. Authorizing work to resume, upon approval from the Contractor's HSM;
  - vi. Directing activities, as defined in the Contractor's written HASP, during emergency situations; and
  - vii. Providing personal monitoring where applicable, and as identified in the HASP.
- d. Employee Training Assignments

The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

- e. Personal Protective Equipment

The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate PPE to insure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.

- f. Medical Surveillance Program

All onsite Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

g. Exposure Monitoring/Air Sampling Program

The Contractor shall submit an Air Monitoring Plan as part of the HASP, which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

h. Site Layout and Control

The HASP shall include a map, work zone delineation (support, contamination, reduction and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

i. Communications

Written procedures for routine and emergency communications procedures shall be included in the Contractor's HASP.

j. Personal Hygiene, Personal Decontamination and Equipment Decontamination

Decontamination facilities and procedures for PPE, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.

k. Emergency Equipment and First Aid Requirements

The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training on-site at all times during site operations.

l. Emergency Response Plan and Spill Containment Program

The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present on-site and the Emergency Response Plan procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the Emergency Response Plan. The Emergency Response Plan shall be included as part of the HASP. This Emergency Response Plan shall include written directions to the closest hospital as well as a map showing the route to the hospital.



m. Logs, Reports and Record Keeping

The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Engineer.

The Contractor shall immediately notify the Engineer of any accident/ incident. Within two working days of any reportable accident, the Contractor shall complete and submit an accident report to the Engineer.

n. Confined Space Entry Procedures

Confined space entry procedures, both permit required and non-permit required, shall be discussed in detail.

o. Pre-Entry Briefings

The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan is being followed.

p. Inspections/Audits

The HSM or HSO shall conduct inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

E. HASP Implementation

The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of PPE, and engineering and administrative controls.

If the Engineer observes deficiencies in the Contractor's operations with respect to the HASP, they shall be assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Engineer shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE (i.e. disposable coveralls, gloves, etc.) that come in direct contact with hazardous or potentially hazardous material shall be placed into 55 gallon USDOT 17-H drums and disposed of in accordance with federal, state, and local regulations. The drums shall be temporarily staged and secured within a secure area of the Project, to be approved by the Engineer, for management by others.

#### F. HASP Revisions

The HASP shall be maintained onsite by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Engineer prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Engineer as soon as possible. In the interim, the Contractor shall take action, including Stop Work Orders and/or upgrading PPE as necessary, to re-establish and maintain safe working conditions and to safeguard on-site personnel, visitors, the public and the environment. The HASP shall then be revised/amended to reflect the changed condition.

#### **Method of Measurement**

- A. Within five (5) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this Item detailing:
  - 1. The development costs associated with preparing the HASP in accordance with these Specifications.
  - 2. The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.
- B. If the lump sum bid price breakdown is unacceptable to the Engineer, substantiation showing that the submitted costs are reasonable shall be required.
- C. Upon acceptance of the payment schedule by the Engineer, payments for work performed will be made as follows:
  - 1. The lump sum development cost will be certified for payment.
  - 2. The Contractor shall demonstrate to the Engineer monthly that the HASP has been kept current and is being implemented and the monthly cost will be certified for payment.
  - 3. Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.

4. Failure of the Contractor to implement the HASP in accordance with this Specification, shall result in the withholding of all Contract payments.

**Basis of Payment**

This work shall be paid for at the Contract lump sum price for “ENVIRONMENTAL HEALTH AND SAFETY,” which shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, CPC, PPE, disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

Pay Item

Pay Unit

Environmental Health and Safety

Lump Sum

## **ITEM NO.2 - DISPOSAL OF CONTROLLED MATERIALS**

### **Description:**

Work under this item shall consist of the loading, transportation and final off-site disposal/recycling/treatment of controlled materials that have been generated from various excavations within the AOEC(s), brought to the WSA and determined to be contaminated with regulated substances at non-hazardous levels. This contamination is documented in the reports listed in the "Notice to Contractor – Environmental Investigations". The controlled materials, after proper characterization by the Engineer, shall be taken from the WSA, loaded, transported to and treated/recycled/disposed of at a permitted treatment/recycle/disposal facility listed herein.

The Contractor must use one or more of the following approved treatment/recycle/disposal facilities for the disposal of non-hazardous PCB Remediation Waste containing PCBs at concentrations greater than 10 mg/kg and less than 50 mg/kg.

The following sites, or approved equivalent sites, would likely be acceptable disposal facilities to EPA under 40 CFR § 761.61(a)(5)(i)(B)(2)(iii) and/or 40 CFR § 761.61(a)(5)(i)(B)(2)(ii).

Heritage Environmental Services  
7901 W. Morris Street  
Indianapolis, IN 46278  
Tel (732) 299-7875

US Ecology  
17440 College Parkway, Suite 300  
Livonia, MI 48152  
Tel (734) 521-8000

Envirosafe Services of Ohio  
876 Otter Creek Road  
Oregon, OH 43616-1200  
Tel (419) 698-3500

Waste Management Turnkey Landfill  
90 Rochester Neck Rd  
Rochester, NH 03839  
Tel (866) 909-4458

The Contractor's Bid Proposal must identify their proposed disposal facility. The Borough of Naugatuck retains to accept or reject any facility.

The above list contains treatment/recycle/disposal facilities which may or may not be able to accept the waste stream generated by the project in quantities that may be limited by their permits and their operations restrictions. It is the responsibility of the contractor to verify that a facility will be available and capable of handling the volume as well as the chemical and physical characteristics of material generated by the project. In all cases, the Contractor shall identify the proposed disposal facility for consideration and approval by the Borough of Naugatuck.

### **Construction Methods:**

#### **A. Material Disposal**

The Engineer will sample materials stored at the WSAs at a frequency established by the selected treatment/recycling/disposal facilities. The Contractor shall designate to the Engineer which facility it intends to use, as well as the facility acceptance criteria and sampling frequency, prior to samples being taken. The Contractor is hereby notified that laboratory turnaround time is

expected to be ten (10) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the bin within the WSA is full and ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal (such as disposal facility waste profile sheets). It is solely the Contractor's responsibility to coordinate the disposal of controlled materials with its selected treatment/recycling/disposal facility(s). Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment/recycling/disposal of the materials in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's selected disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

Any material processing (including but not limited to the removal of woody debris, scrap metal, pressure-treated and untreated wood timber, large stone, concrete, polyethylene sheeting or similar material) required by the Contractor's selected facility will be completed by the Contractor prior to the material leaving the site. It is solely the Contractor's responsibility to meet any such requirements of its facility. Any materials removed shall be disposed of or recycled in a manner acceptable to the Engineer at no additional cost. If creosote treated timbers are removed, they will be disposed of under the item "Disposal of Contaminated Timber Piles", "Disposal of Contaminated Railroad Ties" or in accordance with Article 1.04.05 in the absence of such items.

All manifests or bills of lading utilized to accompany the transportation of the material shall be prepared by the Contractor and signed by an authorized Borough representative, as Generator, for each truck load of material that leaves the site. The Contractor shall forward the appropriate original copies of all manifests or bills of lading to the Engineer the same day the material leaves the Project.

A load-specific certified scale reading, certificate of treatment/recycling/disposal, signed by the authorized agent representing the disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

#### B. Material Transportation

In addition to all pertinent Federal, State and local laws or regulatory agency polices, the Contractor shall adhere to the following precautions during the transport of controlled materials off-site:

- Transported controlled materials are to be covered sufficiently to preclude the loss of material during transport prior to leaving the site and are to remain covered until the arrival at the selected treatment/recycling/disposal facility.

- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume, and contents of materials carried.
- No materials shall leave the site unless a treatment/recycling/disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste.
- 

### C. Equipment Decontamination

All equipment shall be provided to the work site free of gross contamination. The Engineer may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Engineer and shall be required prior to equipment and supplies leaving the Project, between stages of the work, and between work in different AOEC's.

All equipment and tools used in the handling of contaminated soil must be decontaminated in accordance with the EPA Approval and 40 CFR Section 761.61.79(b)(3)(i)(A), 761.61.79(b)(3)(ii)(A), or 761.79(c)(2). If the results from decontamination are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures and decontaminate again, as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

#### **Method of Measurement:**

The work of "DISPOSAL OF CONTROLLED MATERIALS" will be measured for payment as the actual net weight in tons of material delivered to the treatment/recycling/disposal facility, as measured by the facility's certified scale. Such determinations shall be made by measuring each hauling vehicle on the certified permanent scales at the treatment/recycling/disposal facility. Total weight will be the summation of weight bills issued by the facility specific to this Project. Excess excavations made by the Contractor beyond the payment limits specified in Specification Sections 2.02, 2.03, 2.05, 2.06, or the Contract Special Provisions (as appropriate) will not be measured for payment and the Contractor assumes responsibility for all costs associated with the appropriate handling, management and disposal of this material.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

Any material processing required by the Contractor-selected disposal facility, including the proper disposal of all removed materials other than creosote treated wood, will not be measured for payment.

**Basis of Payment:**

This work will be paid for at the Contract unit price, which shall include the ~~loading and~~ transportation of controlled materials from the WSAs to the treatment/recycling/disposal facility; the fees paid to the facility for treatment/recycling/disposal; the preparation of all related paperwork; and all equipment, materials, tools, and labor incidental to this work. **This unit price will be applicable to all of the listed disposal facilities and will not change for the duration of the Project.**

This price shall also include Costs of all Mobilization, Demobilization, Insurance, Bonding, Administration, Manifest Paperwork, Loading Material, OSHA, Environmental Compliance, equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

Pay Item	Pay Unit
Disposal of Controlled Materials	Ton

**SECTION I**  
**EPA APPROVAL LETTER**  
**SEPTEMBER 3, 2019**





**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

REGION I

5 POST OFFICE SQUARE, SUITE 100  
BOSTON, MASSACHUSETTS 02109-3912

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

**SEP 03 2019**

James Stewart, P.E.  
Director of Public Works  
Borough of Naugatuck  
229 Church Street  
Naugatuck, Connecticut 06770

Re: PCB Cleanup and Disposal Approval under 40 CFR §§ 761.61(a) and (c)  
Parcel C South Consolidation Area and Parcel B Stockpile  
Naugatuck, Connecticut

Dear Mr. Stewart:

This is in response to the Borough of Naugatuck (the Borough) Notification<sup>1</sup> for approval of the proposed plan to address the PCB-contaminated soil stockpile located on Parcel B at 0 Maple Street and PCB-contaminated soil with less than (“<”) 10 parts per million (ppm) PCBs located in the Parcel C South consolidation area (“the Site”) at 58 Maple Street in Naugatuck, Connecticut. Specifically, PCB concentrations are present in the Site area at greater than (“>”) 1 part per million (“ppm”) but < 10 ppm and are present in the Parcel B soil stockpile at > 1 ppm but < 50 ppm.

The Borough has requested approval to cleanup and dispose of the > 1 ppm PCB-contaminated soil (i.e., *PCB remediation waste*) as follows:

- Remove the approximately 3,000 cubic yard (cy) stockpile on Parcel B and dispose as a *PCB remediation waste* < 50 ppm in accordance with 40 CFR § 761.61(a)(5)(i)(B)(2)(ii), and,
- Record a deed notice in the form of an Environmental Land Use Restriction (ELUR), in accordance with 40 CFR § 761.61(a)(8) for the Site (i.e., Parcel C South consolidation area).

---

<sup>1</sup> The Notification was prepared by Down to Earth LLC on behalf of the Borough of Naugatuck to satisfy the requirements under 40 CFR § 761.61(a). Information was submitted dated July 2018 (PCB Investigation and Proposed Remedy); April 2019 (Self-Implementing Cleanup and Disposal of PCB Remediation Waste Notification); July 28, 2019 (email addressing historical sources); July 30, 2019 (email response to EPA request for address); August 5, 2019 (email response concerning South Stockpile consolidation); and, August 19, 2019 (email response concerning Parcel B stockpile). These submittals shall be referred to as the “Notification”.

While there was limited PCB data for the Site prior to the 2018 initial excavation work, there was no indication that high PCB concentrations were present and there was no historical documentation of PCB releases. Based on these lines of evidence, EPA concludes that the data is sufficient to support disposal of the existing Parcel B stockpile as a < 50 ppm *PCB remediation waste*. EPA has determined that disposal of the stockpile as a < 50 ppm PCB waste will not pose an unreasonable risk of injury to health or the environment and may be approved under the provisions of 40 CFR § 761.61(c).

For the Site itself, the data supports that PCB concentrations are < 10 ppm and the cap meets the design requirements as specified under 40 CFR § 761.61(a)(7). Once the deed notice is recorded, the Site will meet the PCB cleanup and disposal requirements under 40 CFR § 761.61(a).

The Borough may proceed with its project in accordance with 40 CFR §§ 761.61(a) and (c); its Notification; and, this Approval, subject to the conditions of Attachment 1. Please be aware that this Approval applies **only** to the existing stockpile on Parcel B and the Parcel C South consolidation area. It does not apply to any other PCBs that remain or PCB-related activities that may have been or may be completed on Parcels B or C. (Attachment 1, Condition 1).

This Approval does not release the Borough from any applicable requirements of other federal, state or local law, including the requirements related to cleanup and disposal of PCBs or other contaminants under the Connecticut Department of Energy and Environmental Protection (CTDEEP) regulations.

Questions and correspondence regarding this Approval should be directed to:

Kimberly Tisa, PCB Coordinator (LCRD07-2)  
United States Environmental Protection Agency  
5 Post Office Square, Suite 100  
Boston, Massachusetts 02109-3912  
Telephone: (617) 918-1527  
[tisa.kimberly@epa.gov](mailto:tisa.kimberly@epa.gov)

EPA encourages the compliance with greener cleanup practices for all cleanup projects and recommends adherence to the ASTM Standard Guide to Greener Cleanups E2893-16 (Guide) for work conducted under this Approval and the Notification. Greener Cleanups is the practice of integrating options that minimize the environmental impacts of cleanup actions in order to incorporate practices that maximize environmental and human benefit. Please see Section 6 of the Guide for the Best Management Practices (BMP) Process dated May 2016 (See [www.astm.org/Standards/E2893.htm](http://www.astm.org/Standards/E2893.htm) for additional information). EPA encourages you to review the Guide and implement any practices that are feasible. If implemented, the PCB completion report (see Attachment 1, Condition 19) should include a section on BMP Documentation, as described in Section 6.6.5 of the Guide.

EPA shall not consider this project complete until it has received all submittals required under this Approval, including submittal of the executed deed notice. Please be aware that upon EPA receipt and review of the submittals, EPA may request any additional information necessary to establish that the work has been completed in accordance with 40 CFR Part 761, the Notification, and this Approval.

Sincerely,



Nancy Barmakian, Acting Director  
Land, Chemicals and Redevelopment Division

Attachment 1: PCB Approval Conditions

cc John Lombard, Downtown Heritage, LLC  
Timothy Carr, Down to Earth  
Gary Trombly, CTDEEP  
James Byrne, US EPA Brownfields  
File

**ATTACHMENT 1:**

**PCB CLEANUP AND DISPOSAL APPROVAL CONDITIONS  
PARCEL B STOCKPILE (0 MAPLE STREET) AND  
PARCEL C SOUTH CONSOLIDATION AREA (58 MAPLE STREET) (the Site)  
NAUGATUCK, CONNECTICUT**

**GENERAL CONDITIONS**

1. This Approval is granted under the authority of Section 6(e) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2605(e), and the PCB regulations at 40 CFR Part 761, and applies solely to the *PCB remediation waste* (i.e., PCB-contaminated soil) located at the Site and the existing PCB-contaminated stockpile located on Parcel B, as identified in the Notification.
  - a. This Approval does not address any PCB contamination located on Parcel B, aside from the stockpile or PCB contamination located on Parcel C outside of the consolidation area.
  - b. In the event that the Borough of Naugatuck (the Borough) identifies PCB-contaminated materials not described in the Notification which are subject to cleanup and disposal under the PCB regulations, the Borough shall be required to notify EPA and clean up such PCB-contaminated materials in accordance with 40 CFR Part 761.
  - c. The Borough may submit a separate plan to address such PCB contamination not identified in the Notification or may modify the Notification to incorporate cleanup of such PCBs under this Approval in accordance with Condition 14.
2. The Borough shall conduct on-site activities in accordance with the conditions of this Approval and with the Notification.
3. In the event that the plan described in the Notification differs from the conditions specified in this Approval, the conditions of this Approval shall govern.
4. The terms and abbreviations used herein shall have the meanings as defined in 40 CFR § 761.3 unless otherwise defined within this Approval.
5. The Borough must comply with all applicable federal, state and local regulations in the storage, handling, and disposal of all PCB wastes, including PCBs, PCB Items and decontamination wastes generated under this Approval. In the event of a new spill during response actions, the Borough shall contact EPA within 24 hours for direction on PCB cleanup and sampling requirements.

6. The Borough is responsible for the actions of all officers, employees, agents, contractors, subcontractors, and others who are involved in activities conducted under this Approval. If at any time the Borough has or receives information indicating that the Borough or any other person has failed, or may have failed, to comply with any provision of this Approval, it must report the information to EPA in writing within 24 hours of having or receiving the information.
7. This Approval does not constitute a determination by EPA that the transporters or disposal facilities selected by the Borough are authorized to conduct the activities set forth in the Notification. The Borough is responsible for ensuring that its selected transporters and disposal facilities are authorized to conduct these activities in accordance with all applicable federal, state and local statutes and regulations.
8. This Approval does not: 1) waive or compromise EPA's enforcement and regulatory authority; 2) release the Borough from compliance with any applicable requirements of federal, state or local law; or 3) release the Borough from liability for, or otherwise resolve any violations of federal, state or local law.
9. Failure to comply with the Approval conditions specified herein shall constitute a violation of the requirement in § 761.50(a) to store or dispose of PCB waste in accordance with 40 CFR Part 761 Subpart D.

#### **NOTIFICATION AND CERTIFICATION CONDITIONS**

10. This Approval may be revoked if the EPA does not receive written notification from the Borough of its acceptance of the conditions of this Approval within 10 business days of receipt.

#### **CLEANUP AND DISPOSAL CONDITIONS**

11. To the maximum extent practical, engineering controls, such as barriers and soil wetting, shall be utilized during PCB-contaminated soil handling activities. In addition, to the maximum extent possible, disposable equipment and materials, including PPE, will be used to reduce the amount of decontamination necessary.
12. PCB waste (at any concentration) generated as a result of the activities described in the Notification, excluding any decontaminated materials, shall be marked in accordance with CFR 40 CFR § 761.40; stored in a manner consistent with 40 CFR § 761.65; and, disposed of in accordance with 40 CFR § 761.61, unless otherwise specified below.
  - a. Decontamination wastes and residues shall be disposed of in accordance with 40 CFR § 761.79(g)(6).

- b. Moveable equipment, tools, and sampling equipment shall be decontaminated in accordance with either 40 CFR § 761.79(b)(3)(i)(A), § 761.79(b)(3)(ii)(A), or § 761.79(c)(2).
- c. PCB-contaminated water generated during decontamination shall be decontaminated in accordance with 40 CFR § 761.79(b)(1) or disposed of under § 761.60.

### **INSPECTION, MODIFICATION AND REVOCATION CONDITIONS**

- 13. The Borough shall allow any authorized representative of the Administrator of the EPA to inspect the Site and to inspect records and take samples as may be necessary to determine compliance with the PCB regulations and this Approval. Any refusal by the Borough to allow such an inspection (as authorized by Section 11 of TSCA) shall be grounds for revocation of this Approval.
- 14. Any proposed modification(s) in the plan, specifications, or information in the Notification must be submitted to EPA no less than 14 calendar days prior to the proposed implementation of the change. Such proposed modifications will be subject to the procedures of 40 CFR § 761.61(a)(3)(ii).
- 15. Any departure from the conditions of this Approval without prior, written authorization from the EPA may result in the revocation, suspension and/or modification of the Approval, in addition to any other legal or equitable relief or remedy the EPA may choose to pursue.
- 16. Any misrepresentation or omission of any material fact in the Notification or in any future records or reports may result in the EPA's revocation, suspension and/or modification of the Approval, in addition to any other legal or equitable relief or remedy the EPA may choose to pursue.
- 17. Approval for these activities may be revoked, modified or otherwise altered: if EPA finds a violation of the conditions of this Approval or of 40 CFR Part 761, including EPA's PCB Spill Cleanup Policy, or other applicable rules and regulations; if EPA finds that these activities present an unreasonable risk of injury to health or the environment; or, if EPA finds that there is migration of PCBs from the Site.

**RECORDKEEPING AND REPORTING CONDITIONS**

18. The Borough shall prepare and maintain all records and documents required by 40 CFR Part 761, including but not limited to the records required under Subparts J and K. A written record of the cleanup and disposal and the analytical sampling shall be established and maintained by the Borough in one centralized location, until such time as EPA approves in writing a request for an alternative disposition of such records. All records shall be made available for inspection to authorized representatives of EPA.
19. The Borough shall submit a final completion report in both a hard copy and electronic version (e.g., CD-ROM), to the EPA within 60 days of completion of the activities authorized under this Approval. At a minimum, this final report shall include: a short narrative of the project activities with photographic documentation and Greener Cleanups BMP documentation, if implemented; characterization and confirmation sampling analytical results; copies of the accompanying analytical chains of custody; field and laboratory quality control/quality assurance checks; an estimate of the quantity of PCB waste disposed of; copies of manifests and bills of lading; copies of certificates of disposal or similar certifications issued by the disposer; and, the estimated cost of the remediation work.
20. Within sixty (60) days of completion of the activities described in the Notification and authorized by this Approval, and as required under 40 CFR § 761.61(a)(8)(i)(B), the property owner shall submit to EPA a certification that it has recorded the notation on the deed or equivalent instrument as required under § 761.61(a)(8)(i)(A). A copy of the instrument must also be submitted.
21. Required submittals shall be mailed to:

Kimberly Tisa, PCB Coordinator  
United States Environmental Protection Agency  
5 Post Office Square, Suite 100 – (LCRD07-2)  
Boston, Massachusetts 02109-3912  
Telephone: (617) 918-1527
22. No record, report or communication required under this Approval shall qualify as a self-audit or voluntary disclosure under EPA audit, self-disclosure or penalty policies.

\*\*\*\*\*

**END OF ATTACHMENT 1**



# BOROUGH OF NAUGATUCK

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## OFFICE OF MAYOR N. WARREN "PETE" HESS

229 Church Street  
Naugatuck, CT 06770  
TEL (203) 720-7009  
FAX (203) 720-7099  
[www.naugatuck-ct.gov](http://www.naugatuck-ct.gov)  
[nwhess@naugatuck-ct.gov](mailto:nwhess@naugatuck-ct.gov)

September 6, 2019

Ms. Kimberly Tisa, PCB Coordinator  
U.S. Environmental Protection Agency  
5 Post Office Square, Suite 100 (LCRD07-2)  
Boston, MA 02109-3912

Via Email [tisa.kimberly@epa.gov](mailto:tisa.kimberly@epa.gov)  
US Postal Service

Re: Borough of Naugatuck  
Acceptance of EPA Approval Conditions  
PCB Clean-up and Disposal  
Parcel C South Consolidation Area and Parcel B Stockpile  
Naugatuck, Connecticut

Dear Ms. Tisa:

The Borough of Naugatuck has reviewed EPA's PCB Approval for the Parcel C South Consolidation Area and the Parcel B Stockpile dated September 3, 2019. As required by Item 10 of Attachment 1: Approval Conditions, the Borough of Naugatuck accepts the conditions of approval. We plan to initiate next steps as soon as possible. The Borough's consultant will document the steps taken to comply with this approval in a report to be submitted within 60 days of completion.

We appreciate your review and ultimate approval of the plan.

Sincerely,



N. Warren "Pete" Hess

cc: John Lombard, Downtown Heritage, LLC  
Gary Trombley, CTDEEP  
Sheila Gleason, CTDEEP  
Mark Lewis, CTDEEP  
Ned Moore, CT DECD  
Don Friday, CT DECD  
Timothy Carr, LEP, Down To Earth, LLC



**SECTION J**  
Testing Documentation

**Do Not Move or Manage Northern Stockpile - 3/28/2018**

**AREA 1:** Strip soil with organics (roots etc) to 0-6 inches to a maximum of 0-12 inches. Stockpile temporarily at an on-site location convenient for APM (e.g. northwest corner of site). This material may be contaminated. The Borough's LEP will sample the stockpile for off-site disposal/beneficial reuse assessment. Analytical turnaround time is 10 days. This is anticipated to generate 650 to 1,300 cy of soil.

**AREA 2:** Strip soil with organics (roots etc) to 0-6 inches to a maximum of 0-12 inches. Stockpile temporarily at a location convenient for APM. This material was placed as clean fill in 2010 and is presumed clean. At the Borough's discretion, the LEP will sample the stockpile to assess suitability for use on-site or off-site.

A1-STKPL N-1

A1-STKPL N-2

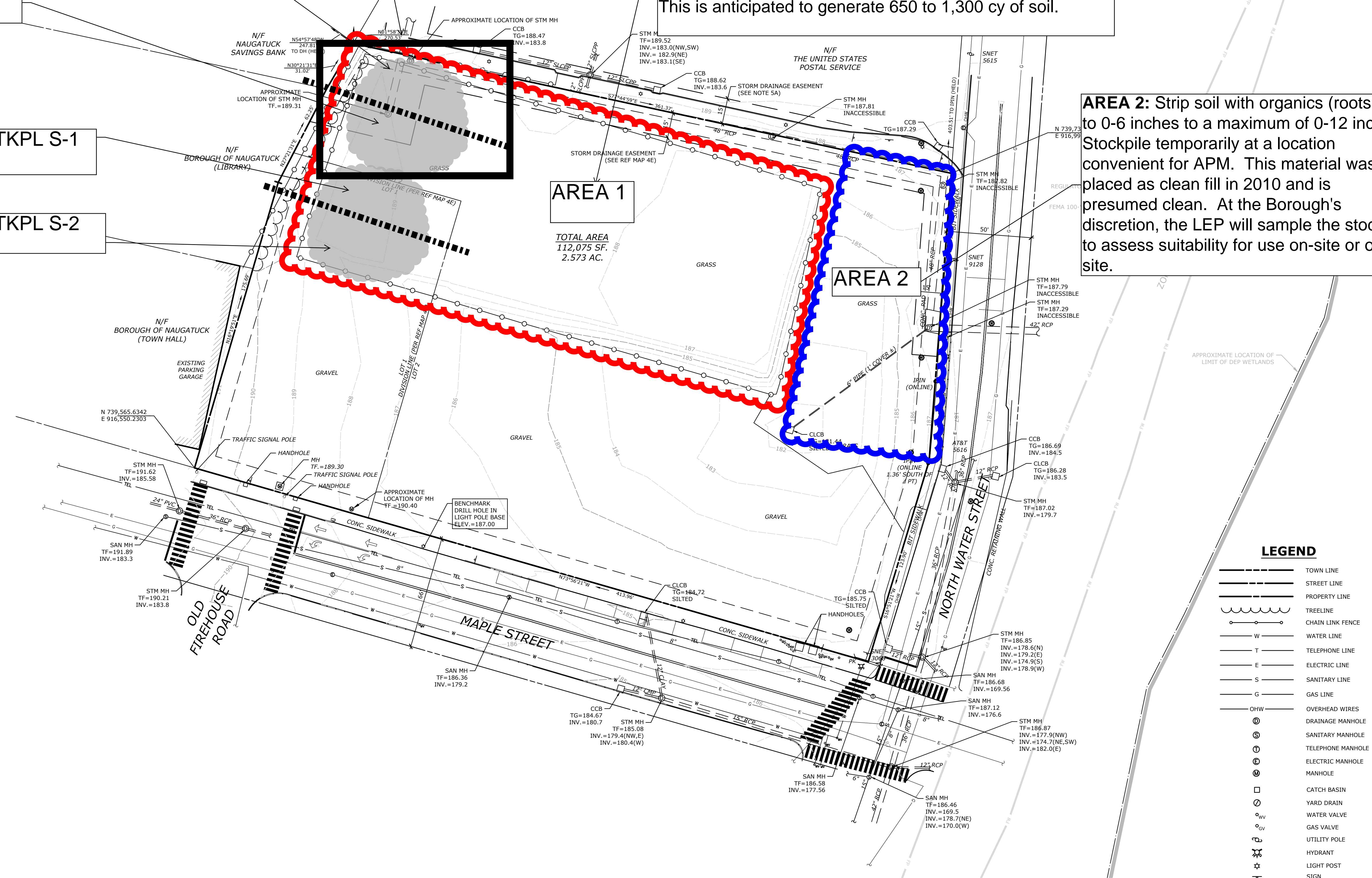
A1-STKPL S-1

A1-STKPL S-2

AREA 1

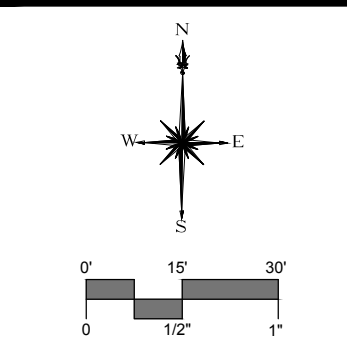
AREA 2

TOTAL AREA  
112,075 SF.  
2.573 AC.



**LEGEND**

- TOWN LINE
- STREET LINE
- PROPERTY LINE
- TREELINE
- CHAIN LINK FENCE
- WATER LINE
- TELEPHONE LINE
- ELECTRIC LINE
- SANITARY LINE
- GAS LINE
- OVERHEAD WIRES
- DRAINAGE MANHOLE
- SANITARY MANHOLE
- TELEPHONE MANHOLE
- ELECTRIC MANHOLE
- MANHOLE
- CATCH BASIN
- YARD DRAIN
- WATER VALVE
- GAS VALVE
- UTILITY POLE
- HYDRANT
- LIGHT POST
- SIGN
- IRON PIPE FOUND
- MONITOR WELL
- IRON PIN FOUND
- PK NAIL
- GUY WIRE



**MILONE & MACBROOM**  
99 Realty Drive  
Cheshire, Connecticut 06410  
(203) 271-1773 Fax (203) 272-9733  
www.miloneandmacbroom.com

DESCRIPTION	DATE	BY

**SITE PLAN - EXISTING CONDITIONS**  
**PROPOSED COMMERCIAL DEVELOPMENT**  
**MAPLE & WATER ST**  
**NAUGATUCK, CONNECTICUT**

MDD	KVN	DLO
DESIGNED	DRAWN	CHECKED
SCALE 1"=30'		
DATE JUNE 14, 2017		
PROJECT NO. 1917-16		
SHEET NO. 02 OF 14		
SHEET NAME <b>EX</b>		

**TABLE 1**  
**SOIL STOCKPILE SAMPLING RESULTS**  
**PARCEL C**  
**58 MAPLE STREET**  
**NAUGACTUCK, CT**

Parameter	Units	Remedial Standard				A1-STKPL S-1		A1-STKPL S-2		A1-STKPL N-1		A1-STKPL N-2	
		DEC I/C	DEC RES	GB PMC	GB PMC APS	Result	RL	Result	RL	Result	RL	Result	RL
<b>Metals, Total</b>													
Arsenic	mg/Kg	10	10			2.94	0.71	2.51	0.77	2.94	0.82	2.8	0.80
Barium	mg/Kg	140,000	4,700			87	0.35	89.2	0.38	96.1	0.41	92.9	0.40
Cadmium	mg/Kg	1,000	34			< 0.35	0.35	< 0.38	0.38	< 0.41	0.41	< 0.40	0.40
Chromium	mg/Kg					23.2	0.35	20	0.38	20.6	0.41	21.7	0.40
Lead	mg/Kg	1,000	400			170	3.5	183	3.8	233	4.1	175	4.0
Mercury	mg/Kg	610	20			1.06	0.03	0.63	0.03	0.75	0.03	1.02	0.03
Selenium	mg/Kg	10,000	340			< 1.4	1.4	< 1.5	1.5	< 1.6	1.6	< 1.6	1.6
Silver	mg/Kg	10,000	340			< 0.35	0.35	< 0.38	0.38	< 0.41	0.41	< 0.40	0.40
<b>Metals, TCLP</b>													
TCLP Arsenic	mg/L			0.5		< 0.01	0.01	< 0.01	0.01	< 0.01	0.01	< 0.01	0.01
TCLP Barium	mg/L			10		0.8	0.01	0.86	0.01	0.86	0.01	0.96	0.01
TCLP Cadmium	mg/L			0.05		0.005	0.005	< 0.005	0.005	< 0.005	0.005	0.005	0.005
TCLP Chromium	mg/L			0.5		< 0.010	0.010	< 0.010	0.010	< 0.010	0.010	< 0.010	0.010
TCLP Lead	mg/L			0.15		0.262	0.010	0.352	0.010	0.343	0.010	0.459	0.010
TCLP Mercury	mg/L			0.02		< 0.0002	0.0002	< 0.0002	0.0002	< 0.0002	0.0002	< 0.0002	0.0002
TCLP Selenium	mg/L			0.5		< 0.01	0.01	< 0.01	0.01	< 0.01	0.01	< 0.01	0.01
TCLP Silver	mg/L			0.36		< 0.010	0.010	< 0.010	0.010	< 0.010	0.010	< 0.010	0.010
<b>TPH By CTETPH 8015D</b>													
Ext. Petroleum H.C. (C9-C36)	mg/Kg	2,500	500	2,500		< 59	59	< 57	57	< 58	58	< 59	59
Identification	mg/Kg					<		<		<		<	
<b>PCBs By SW8082A</b>													
PCB-1016	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1221	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1232	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1242	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1248	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1254	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1260	ug/Kg	10,000	1,000			470	390	460	380	450	380	2,600	390
PCB-1262	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
PCB-1268	ug/Kg	10,000	1,000			< 390	390	< 380	380	< 380	380	< 390	390
<b>Volatiles By SW8260C</b>													
1,1,1,2-Tetrachloroethane	ug/Kg	220,000	24,000	200		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,1,1-Trichloroethane	ug/Kg	1,000,000	500,000	40,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,1,2,2-Tetrachloroethane	ug/Kg	29,000	3,100	100		< 2.7	2.7	< 2.5	2.5	< 2.4	2.4	< 3.8	3.8
1,1,2-Trichloroethane	ug/Kg	100,000	11,000	1,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,1-Dichloroethane	ug/Kg	1,000,000	500,000	14,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,1-Dichloroethene	ug/Kg	9,500	1,000	1,400		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,1-Dichloropropene	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2,3-Trichlorobenzene	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2,3-Trichloropropane	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2,4-Trichlorobenzene	ug/Kg				14,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2,4-Trimethylbenzene	ug/Kg				28,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2-Dibromo-3-chloropropane	ug/Kg				40	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 5.0	5.0
1,2-Dibromoethane	ug/Kg	67	7	100		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2-Dichlorobenzene	ug/Kg	1,000,000	500,000	3,100		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2-Dichloroethane	ug/Kg	63,000	6,700	200		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,2-Dichloropropane	ug/Kg	84,000	9,000	1,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,3,5-Trimethylbenzene	ug/Kg				28,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,3-Dichlorobenzene	ug/Kg	1,000,000	500,000	120,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,3-Dichloropropane	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
1,4-Dichlorobenzene	ug/Kg	240,000	26,000	15,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
2,2-Dichloropropane	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
2-Chlorotoluene	ug/Kg				28,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
2-Hexanone	ug/Kg				7,000	< 23	23	< 21	21	< 20	20	< 32	32
2-Isopropyltoluene	ug/Kg				5,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
4-Chlorotoluene	ug/Kg				28,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
4-Methyl-2-pentanone	ug/Kg	1,000,000	500,000	14,000		< 23	23	< 21	21	< 20	20	< 32	32
Acetone	ug/Kg	1,000,000	500,000	140,000		< 230	230	< 210	210	< 200	200	< 320	320

Parameter	Units	Remedial Standard				A1-STKPL S-1		A1-STKPL S-2		A1-STKPL N-1		A1-STKPL N-2	
		DEC I/C	DEC RES	GB PMC	GB PMC APS	Result	RL	Result	RL	Result	RL	Result	RL
Acrylonitrile	ug/Kg	11,000	1,100	100		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Benzene	ug/Kg	200,000	21,000	200		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Bromobenzene	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Bromochloromethane	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Bromodichloromethane	ug/Kg				210	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Bromoform	ug/Kg	720,000	78,000	800		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Bromomethane	ug/Kg				700	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Carbon Disulfide	ug/Kg				8,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Carbon tetrachloride	ug/Kg	44,000	4,700	1,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Chlorobenzene	ug/Kg	1,000,000	500,000	20,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Chloroethane	ug/Kg				1,500	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Chloroform	ug/Kg	940,000	100,000	1,200		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Chloromethane	ug/Kg				3,600	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
cis-1,2-Dichloroethene	ug/Kg	1,000,000	500,000	14,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
cis-1,3-Dichloropropene	ug/Kg			100		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Dibromochloromethane	ug/Kg	68,000	7,300	100		< 2.7	2.7	< 2.5	2.5	< 2.4	2.4	< 3.8	3.8
Dibromomethane	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Dichlorodifluoromethane	ug/Kg				70,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Ethylbenzene	ug/Kg	1,000,000	500,000	10,100		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Hexachlorobutadiene	ug/Kg				1,500	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Isopropylbenzene	ug/Kg				5,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
m&p-Xylene	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Methyl Ethyl Ketone	ug/Kg	1,000,000	500,000	80,000		< 27	27	< 25	25	< 24	24	< 38	38
Methyl t-butyl ether (MTBE)	ug/Kg	1,000,000	500,000	20,000		< 9.0	9.0	< 8.4	8.4	< 7.9	7.9	< 13	13
Methylene chloride	ug/Kg	760,000	82,000	1,000		< 9.0	9.0	< 8.4	8.4	< 7.9	7.9	< 13	13
Naphthalene	ug/Kg	2,500,000	1,000,000	56,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
n-Butylbenzene	ug/Kg				70,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
n-Propylbenzene	ug/Kg				10,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
o-Xylene	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
p-Isopropyltoluene	ug/Kg					< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
sec-Butylbenzene	ug/Kg				70,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Styrene	ug/Kg	1,000,000	500,000	20,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
tert-Butylbenzene	ug/Kg				70,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Tetrachloroethene	ug/Kg	110,000	12,000	1,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Tetrahydrofuran (THF)	ug/Kg				800	< 9.0	9.0	< 8.4	8.4	< 7.9	7.9	< 13	13
Toluene	ug/Kg	1,000,000	500,000	67,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Total Xylenes	ug/Kg	1,000,000	500,000	19,500		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
trans-1,2-Dichloroethene	ug/Kg	1,000,000	500,000	20,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
trans-1,3-Dichloropropene	ug/Kg			100		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
trans-1,4-dichloro-2-butene	ug/Kg					< 9.0	9.0	< 8.4	8.4	< 7.9	7.9	< 13	13
Trichloroethene	ug/Kg	520,000	56,000	1,000		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Trichlorofluoromethane	ug/Kg				200,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Trichlorotrifluoroethane	ug/Kg				200,000	< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
Vinyl chloride	ug/Kg	3,000	320	400		< 4.5	4.5	< 4.2	4.2	< 4.0	4.0	< 6.4	6.4
<b>Semivolatiles By SW8270D</b>													
1,2,4,5-Tetrachlorobenzene	ug/Kg				1,000	< 100	100	< 100	100	< 100	100	< 100	100
1,2,4-Trichlorobenzene	ug/Kg				14,000	< 280	280	< 260	260	< 270	270	< 270	270
1,2-Dichlorobenzene	ug/Kg	1,000,000	500,000	3,100		< 280	280	< 260	260	< 270	270	< 270	270
1,2-Diphenylhydrazine	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
1,3-Dichlorobenzene	ug/Kg	1,000,000	500,000	120,000		< 280	280	< 260	260	< 270	270	< 270	270
1,4-Dichlorobenzene	ug/Kg	240,000	26,000	15,000		< 280	280	< 260	260	< 270	270	< 270	270
2,4,5-Trichlorophenol	ug/Kg				140,000	< 280	280	< 260	260	< 270	270	< 270	270
2,4,6-Trichlorophenol	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
2,4-Dichlorophenol	ug/Kg	2,500,000	200,000	4,000		< 280	280	< 260	260	< 270	270	< 270	270
2,4-Dimethylphenol	ug/Kg				28,000	< 280	280	< 260	260	< 270	270	< 270	270
2,4-Dinitrophenol	ug/Kg				2,800	< 300	300	< 300	300	< 300	300	< 300	300
2,4-Dinitrotoluene	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
2,6-Dinitrotoluene	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
2-Chloronaphthalene	ug/Kg				110,000	< 280	280	< 260	260	< 270	270	< 270	270
2-Chlorophenol	ug/Kg	2,500,000	340,000	7,200		< 280	280	< 260	260	< 270	270	< 270	270
2-Methylnaphthalene	ug/Kg				5,600	< 280	280	< 260	260	< 270	270	< 270	270
2-Methylphenol (o-cresol)	ug/Kg				28,000	< 280	280	< 260	260	< 270	270	< 270	270
2-Nitroaniline	ug/Kg				2,000	< 300	300	< 300	300	< 300	300	< 300	300
2-Nitrophenol	ug/Kg					< 280	280	< 260	260	< 270	270	< 270	270
3&4-Methylphenol (m&p-cresol)	ug/Kg					< 400	400	< 380	380	< 380	380	< 390	390
3,3'-Dichlorobenzidine	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
3-Nitroaniline	ug/Kg				2,000	< 300	300	< 300	300	< 300	300	< 300	300
4,6-Dinitro-2-methylphenol	ug/Kg				2,000	< 300	300	< 300	300	< 300	300	< 300	300
4-Bromophenyl phenyl ether	ug/Kg					< 400	400	< 380	380	< 380	380	< 390	390

Parameter	Units	Remedial Standard				A1-STKPL S-1		A1-STKPL S-2		A1-STKPL N-1		A1-STKPL N-2	
		DEC I/C	DEC RES	GB PMC	GB PMC APS	Result	RL	Result	RL	Result	RL	Result	RL
4-Chloro-3-methylphenol	ug/Kg				140,000	< 280	280	< 260	260	< 270	270	< 270	270
4-Chloroaniline	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
4-Chlorophenyl phenyl ether	ug/Kg					< 280	280	< 260	260	< 270	270	< 270	270
4-Nitroaniline	ug/Kg				2,000	< 300	300	< 300	300	< 300	300	< 300	300
4-Nitrophenol	ug/Kg					< 280	280	< 260	260	< 270	270	< 270	270
Acenaphthene	ug/Kg				84,000	< 280	280	< 260	260	< 270	270	< 270	270
Acenaphthylene	ug/Kg	2,500,000	1,000,000	84,000		< 280	280	< 260	260	< 270	270	< 270	270
Acetophenone	ug/Kg					< 280	280	< 260	260	< 270	270	< 270	270
Aniline	ug/Kg				1,200	< 200	200	< 200	200	< 200	200	< 200	200
Anthracene	ug/Kg	2,500,000	1,000,000	400,000		< 280	280	< 260	260	< 270	270	< 270	270
Benz(a)anthracene	ug/Kg	7,800	1,000	1,000		780	280	660	260	970	270	810	270
Benzidine	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
Benzo(a)pyrene	ug/Kg	1,000	1,000	1,000		710	280	680	260	1,000	270	790	270
Benzo(b)fluoranthene	ug/Kg	7,800	1,000	1,000		680	280	620	260	960	270	760	270
Benzo(ghi)perylene	ug/Kg				1,000	550	280	380	260	630	270	420	270
Benzo(k)fluoranthene	ug/Kg	78,000	8,400	1,000		690	280	670	260	840	270	660	270
Benzoic acid	ug/Kg				200,000	< 790	790	< 750	750	< 760	760	< 770	770
Benzyl butyl phthalate	ug/Kg	2,500,000	1,000,000	200,000		< 280	280	< 260	260	< 270	270	< 270	270
Bis(2-chloroethoxy)methane	ug/Kg				4,200	< 280	280	< 260	260	< 270	270	< 270	270
Bis(2-chloroethyl)ether	ug/Kg	5,200	1,000	2,400		< 400	400	< 380	380	< 380	380	< 390	390
Bis(2-chloroisopropyl)ether	ug/Kg	82,000	8,800	2,400		< 280	280	< 260	260	< 270	270	< 270	270
Bis(2-ethylhexyl)phthalate	ug/Kg	410,000	44,000	11,000		< 280	280	< 260	260	< 270	270	< 270	270
Carbazole	ug/Kg				1,000	< 200	200	< 75	75	< 190	190	< 200	200
Chrysene	ug/Kg				1,000	750	280	650	260	960	270	810	270
Dibenz(a,h)anthracene	ug/Kg				1,000	< 280	280	< 260	260	< 270	270	< 270	270
Dibenzofuran	ug/Kg	3,600	1,000	1,000	1,400	< 200	200	< 200	200	< 200	200	< 200	200
Diethyl phthalate	ug/Kg				200,000	< 280	280	< 260	260	< 270	270	< 270	270
Dimethylphthalate	ug/Kg				200,000	< 280	280	< 260	260	< 270	270	< 270	270
Di-n-butylphthalate	ug/Kg	2,500,000	1,000,000	140,000		< 790	790	< 750	750	< 760	760	< 770	770
Di-n-octylphthalate	ug/Kg	2,500,000	1,000,000	20,000		< 280	280	< 260	260	< 270	270	< 270	270
Fluoranthene	ug/Kg	2,500,000	1,000,000	56,000		1,500	280	1,100	260	1,600	270	1,400	270
Fluorene	ug/Kg	2,500,000	1,000,000	56,000		< 280	280	< 260	260	< 270	270	< 270	270
Hexachlorobenzene	ug/Kg					< 280	280	< 260	260	< 270	270	< 270	270
Hexachlorobutadiene	ug/Kg				1,500	< 200	200	< 200	200	< 200	200	< 200	200
Hexachlorocyclopentadiene	ug/Kg				8,400	< 280	280	< 260	260	< 270	270	< 270	270
Hexachloroethane	ug/Kg	410,000	44,000	1,000		< 280	280	< 260	260	< 270	270	< 270	270
Indeno(1,2,3-cd)pyrene	ug/Kg				1,000	560	280	410	260	700	270	460	270
Isophorone	ug/Kg				7,400	< 280	280	< 260	260	< 270	270	< 270	270
Naphthalene	ug/Kg	2,500,000	1,000,000	56,000		< 280	280	< 260	260	< 270	270	< 270	270
Nitrobenzene	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
N-Nitrosodimethylamine	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
N-Nitrosodi-n-propylamine	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
N-Nitrosodiphenylamine	ug/Kg				1,400	< 200	200	< 200	200	< 200	200	< 200	200
Pentachloronitrobenzene	ug/Kg				1,400	< 140	140	< 140	140	< 140	140	< 140	140
Pentachlorophenol	ug/Kg	48,000	5,100	1,000		< 400	400	< 380	380	< 380	380	< 390	390
Phenanthrene	ug/Kg	2,500,000	1,000,000	40,000		590	280	560	260	620	270	600	270
Phenol	ug/Kg	2,500,000	1,000,000	800,000		< 280	280	< 260	260	< 270	270	< 270	270
Pyrene	ug/Kg	2,500,000	1,000,000	40,000		1,300	280	990	260	1,400	270	1,200	270
Pyridine	ug/Kg				1,000	< 200	200	< 200	200	< 200	200	< 200	200
<b>Pesticides By SW8081B</b>													
4,4' -DDD	ug/Kg				20	< 2.0	2.0	< 2.0	2.0	< 2.5	2.5	< 10	10
4,4' -DDE	ug/Kg				20	< 2.0	2.0	< 2.5	2.5	< 1.9	1.9	< 7.0	7.0
4,4' -DDT	ug/Kg				20	< 2.0	2.0	10	7.6	< 1.9	1.9	< 1.9	1.9
a-BHC	ug/Kg				10	< 2.0	2.0	< 1.9	1.9	< 1.9	1.9	< 1.9	1.9
Alachlor	ug/Kg	72,000	7,700	400		< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
Aldrin	ug/Kg				10	< 2.0	2.0	< 1.9	1.9	< 1.9	1.9	< 1.9	1.9
b-BHC	ug/Kg				10	< 2.0	2.0	< 1.9	1.9	< 1.9	1.9	< 1.9	1.9
Chlordane	ug/Kg	2,200	490	66	66	< 39	39	< 38	38	< 39	39	< 39	39
d-BHC	ug/Kg				10	< 2.0	2.0	< 1.9	1.9	< 1.9	1.9	< 1.9	1.9
Dieldrin	ug/Kg	360	38	7		< 3.9	3.9	< 3.8	3.8	< 7.0	7.0	< 20	20
Endosulfan I	ug/Kg				840	< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
Endosulfan II	ug/Kg				840	< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
Endosulfan sulfate	ug/Kg				840	< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
Endrin	ug/Kg	610,000	20,000		400	< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
Endrin aldehyde	ug/Kg				400	< 7.9	7.9	< 7.6	7.6	< 10	10	< 40	40
Endrin ketone	ug/Kg				400	< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
g-BHC	ug/Kg	610,000	20,000	40		< 1.6	1.6	< 1.5	1.5	< 1.5	1.5	< 1.5	1.5
Heptachlor	ug/Kg	1,300	140	13		< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7
Heptachlor epoxide	ug/Kg	630	67	20		< 7.9	7.9	< 7.6	7.6	< 7.7	7.7	< 7.7	7.7

Parameter	Units	Remedial Standard				A1-STKPL S-1		A1-STKPL S-2		A1-STKPL N-1		A1-STKPL N-2	
		DEC I/C	DEC RES	GB PMC	GB PMC APS	Result	RL	Result	RL	Result	RL	Result	RL
Methoxychlor	ug/Kg	10,000,000	340,000	8,000		< 39	39	< 38	38	< 39	39	< 39	39
Toxaphene	ug/Kg	5,200	560	600		< 160	160	< 150	150	< 150	150	< 150	150
<b>Chlorinated Herbicides By SW8151A</b>													
2,4,5-T	ug/Kg					< 99	99	< 96	96	< 96	96	< 99	99
2,4,5-TP (Silvex)	ug/Kg					< 99	99	< 96	96	< 96	96	< 99	99
2,4-D	ug/Kg	20,000,000	680,000	14,000		< 200	200	< 190	190	< 190	190	< 200	200
2,4-DB	ug/Kg					< 2000	2,000	< 1900	1,900	< 1900	1,900	< 2000	2,000
Dalapon	ug/Kg					< 99	99	< 96	96	< 96	96	< 99	99
Dicamba	ug/Kg				42,000	< 99	99	< 96	96	< 96	96	< 99	99
Dichloroprop	ug/Kg				5,000	< 200	200	< 190	190	< 190	190	< 200	200
Dinoseb	ug/Kg					< 200	200	< 190	190	< 190	190	< 200	200

**Legend:**

Result Detected 650  
Result Exceeds Criteria 2,600

**Notes:**

1. The samples were collected on March 15, 2018 and analyzed by Phoenix Environmental Laboratories of Manchester, CT.



Wednesday, March 28, 2018

Attn: Mr Tim Carr  
Nobis Engineering, Inc  
122 Church Street  
Naugatuck CT 06770

Project ID: PARCEL C, 58 MAPLE ST., NEWINGTON  
Sample ID#s: CA03871 - CA03874

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

If you have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext. 200.

Sincerely yours,

A handwritten signature in black ink that reads "Phyllis Shiller". The signature is written in a cursive style.

Phyllis/Shiller  
Laboratory Director

NELAC - #NY11301  
CT Lab Registration #PH-0618  
MA Lab Registration #M-CT007  
ME Lab Registration #CT-007  
NH Lab Registration #213693-A,B

NJ Lab Registration #CT-003  
NY Lab Registration #11301  
PA Lab Registration #68-03530  
RI Lab Registration #63  
UT Lab Registration #CT00007  
VT Lab Registration #VT11301



**Environmental Laboratories, Inc.**  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

March 28, 2018

FOR: Attn: Mr Tim Carr  
 Nobis Engineering, Inc  
 122 Church Street  
 Naugatuck CT 06770

Sample Information

Matrix: SOIL  
 Location Code: NOBIS  
 Rush Request: Standard  
 P.O.#: 90340.01

Custody Information

Collected by: FC  
 Received by: LB  
 Analyzed by: see "By" below

Date

03/15/18  
 03/16/18

Time

15:09  
 12:40

## Laboratory Data

SDG ID: GCA03871  
 Phoenix ID: CA03871

Project ID: PARCEL C, 58 MAPLE ST., NEWINGTON  
 Client ID: A1-STKPL S-1

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Silver	< 0.35	0.35	mg/Kg	1	03/17/18	MA	SW6010C
Arsenic	2.94	0.71	mg/Kg	1	03/17/18	MA	SW6010C
Barium	87.0	0.35	mg/Kg	1	03/17/18	MA	SW6010C
Cadmium	< 0.35	0.35	mg/Kg	1	03/17/18	MA	SW6010C
Chromium	23.2	0.35	mg/Kg	1	03/17/18	MA	SW6010C
Mercury	1.06	0.03	mg/Kg	1	03/19/18	RS	SW7471B
Lead	170	3.5	mg/Kg	10	03/20/18	MA	SW6010C
Selenium	< 1.4	1.4	mg/Kg	1	03/17/18	MA	SW6010C
TCLP Silver	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Arsenic	< 0.01	0.01	mg/L	1	03/20/18	PS	SW6010C
TCLP Barium	0.80	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Cadmium	0.005	0.005	mg/L	1	03/20/18	EK	SW6010C
TCLP Chromium	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Mercury	< 0.0002	0.0002	mg/L	1	03/19/18	RS	SW7470A
TCLP Lead	0.262	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Selenium	< 0.01	0.01	mg/L	1	03/20/18	MA	SW6010C
TCLP Metals Digestion	Completed				03/19/18	I/I	SW3005A
Percent Solid	83		%		03/16/18	AP	SW846-%Solid
Soil Extraction for Pesticide	Completed				03/16/18	BA/V	SW3545A
Soil Extraction for SVOA	Completed				03/16/18	BA/CKV	SW3545A
Extraction of CT ETPH	Completed				03/16/18	BA/VCK	SW3545A
Mercury Digestion	Completed				03/19/18	I/I	SW7471B
Soil Extraction for Herbicide	Completed				03/16/18	S/D	SW8151A
Extraction for PCB	Completed				03/22/18	SX/JD	SW3540C
TCLP Digestion Mercury	Completed				03/19/18	I/I	SW7470A
TCLP Extraction for Metals	Completed				03/16/18	I/Q	SW1311
Total Metals Digest	Completed				03/16/18	CK/AG/BFS	SW3050B



Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
<b><u>Chlorinated Herbicides</u></b>							
2,4,5-T	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
2,4,5-TP (Silvex)	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
2,4-D	ND	200	ug/Kg	10	03/19/18	CW	SW8151A
2,4-DB	ND	2000	ug/Kg	10	03/19/18	CW	SW8151A
Dalapon	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
Dicamba	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
Dichloroprop	ND	200	ug/Kg	10	03/19/18	CW	SW8151A
Dinoseb	ND	200	ug/Kg	10	03/19/18	CW	SW8151A
<b><u>QA/QC Surrogates</u></b>							
% DCAA	67		%	10	03/19/18	CW	30 - 150 %
<b><u>TPH by GC (Extractable Products)</u></b>							
Ext. Petroleum H.C. (C9-C36)	ND	59	mg/Kg	1	03/17/18	JRB	CTETPH 8015D
Identification	ND		mg/Kg	1	03/17/18	JRB	CTETPH 8015D
<b><u>QA/QC Surrogates</u></b>							
% n-Pentacosane	81		%	1	03/17/18	JRB	50 - 150 %
<b><u>PCB (Soxhlet SW3540C)</u></b>							
PCB-1016	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1221	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1232	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1242	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1248	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1254	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1260	470	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1262	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1268	ND	390	ug/Kg	10	03/23/18	AW	SW8082A
<b><u>QA/QC Surrogates</u></b>							
% DCBP	121		%	10	03/23/18	AW	30 - 150 %
% TCMX	102		%	10	03/23/18	AW	30 - 150 %
<b><u>Pesticides</u></b>							
4,4' -DDD	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDE	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDT	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
a-BHC	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
Alachlor	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Aldrin	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
b-BHC	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
Chlordane	ND	39	ug/Kg	2	03/19/18	CW	SW8081B
d-BHC	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
Dieldrin	ND	3.9	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan I	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan II	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan sulfate	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Endrin	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Endrin aldehyde	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Endrin ketone	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
g-BHC	ND	1.6	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor epoxide	ND	7.9	ug/Kg	2	03/19/18	CW	SW8081B
Methoxychlor	ND	39	ug/Kg	2	03/19/18	CW	SW8081B
Toxaphene	ND	160	ug/Kg	2	03/19/18	CW	SW8081B
<b><u>QA/QC Surrogates</u></b>							
% DCBP	67		%	2	03/19/18	CW	30 - 150 %
% TCMX	62		%	2	03/19/18	CW	30 - 150 %
<b><u>Volatiles</u></b>							
1,1,1,2-Tetrachloroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,1-Trichloroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2,2-Tetrachloroethane	ND	2.7	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2-Trichloroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloropropene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichlorobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichloropropane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trichlorobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trimethylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromo-3-chloropropane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromoethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichlorobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloropropane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,3,5-Trimethylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichlorobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichloropropane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,4-Dichlorobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
2,2-Dichloropropane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
2-Chlorotoluene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
2-Hexanone	ND	23	ug/Kg	1	03/18/18	JLI	SW8260C
2-Isopropyltoluene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
4-Chlorotoluene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
4-Methyl-2-pentanone	ND	23	ug/Kg	1	03/18/18	JLI	SW8260C
Acetone	ND	230	ug/Kg	1	03/18/18	JLI	SW8260C
Acrylonitrile	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Benzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Bromobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Bromochloromethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Bromodichloromethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Bromoform	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Bromomethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon Disulfide	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon tetrachloride	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Chlorobenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroform	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Chloromethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
cis-1,2-Dichloroethene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
cis-1,3-Dichloropropene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromochloromethane	ND	2.7	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromomethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Dichlorodifluoromethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Ethylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Hexachlorobutadiene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Isopropylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
m&p-Xylene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl Ethyl Ketone	ND	27	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl t-butyl ether (MTBE)	ND	9.0	ug/Kg	1	03/18/18	JLI	SW8260C
Methylene chloride	ND	9.0	ug/Kg	1	03/18/18	JLI	SW8260C
Naphthalene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
n-Butylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
n-Propylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
o-Xylene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
p-Isopropyltoluene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
sec-Butylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Styrene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
tert-Butylbenzene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrachloroethene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrahydrofuran (THF)	ND	9.0	ug/Kg	1	03/18/18	JLI	SW8260C
Toluene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Total Xylenes	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,2-Dichloroethene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,3-Dichloropropene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,4-dichloro-2-butene	ND	9.0	ug/Kg	1	03/18/18	JLI	SW8260C
Trichloroethene	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorofluoromethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorotrifluoroethane	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
Vinyl chloride	ND	4.5	ug/Kg	1	03/18/18	JLI	SW8260C
<b><u>QA/QC Surrogates</u></b>							
% 1,2-dichlorobenzene-d4	100		%	1	03/18/18	JLI	70 - 130 %
% Bromofluorobenzene	92		%	1	03/18/18	JLI	70 - 130 %
% Dibromofluoromethane	107		%	1	03/18/18	JLI	70 - 130 %
% Toluene-d8	97		%	1	03/18/18	JLI	70 - 130 %
<b><u>Semivolatiles</u></b>							
1,2,4,5-Tetrachlorobenzene	ND	100	ug/Kg	1	03/17/18	DD	SW8270D
1,2,4-Trichlorobenzene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
1,2-Dichlorobenzene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
1,2-Diphenylhydrazine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
1,3-Dichlorobenzene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
1,4-Dichlorobenzene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2,4,5-Trichlorophenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2,4,6-Trichlorophenol	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
2,4-Dichlorophenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2,4-Dimethylphenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2,4-Dinitrophenol	ND	300	ug/Kg	1	03/17/18	DD	SW8270D
2,4-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	DD	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
2,6-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
2-Chloronaphthalene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2-Chlorophenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2-Methylnaphthalene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2-Methylphenol (o-cresol)	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
2-Nitroaniline	ND	300	ug/Kg	1	03/17/18	DD	SW8270D
2-Nitrophenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
3&4-Methylphenol (m&p-cresol)	ND	400	ug/Kg	1	03/17/18	DD	SW8270D
3,3'-Dichlorobenzidine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
3-Nitroaniline	ND	300	ug/Kg	1	03/17/18	DD	SW8270D
4,6-Dinitro-2-methylphenol	ND	300	ug/Kg	1	03/17/18	DD	SW8270D
4-Bromophenyl phenyl ether	ND	400	ug/Kg	1	03/17/18	DD	SW8270D
4-Chloro-3-methylphenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
4-Chloroaniline	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
4-Chlorophenyl phenyl ether	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
4-Nitroaniline	ND	300	ug/Kg	1	03/17/18	DD	SW8270D
4-Nitrophenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Acenaphthene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Acenaphthylene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Acetophenone	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Aniline	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
Anthracene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Benz(a)anthracene	780	280	ug/Kg	1	03/17/18	DD	SW8270D
Benzdine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
Benzo(a)pyrene	710	280	ug/Kg	1	03/17/18	DD	SW8270D
Benzo(b)fluoranthene	680	280	ug/Kg	1	03/17/18	DD	SW8270D
Benzo(ghi)perylene	550	280	ug/Kg	1	03/17/18	DD	SW8270D
Benzo(k)fluoranthene	690	280	ug/Kg	1	03/17/18	DD	SW8270D
Benzoic acid	ND	790	ug/Kg	1	03/17/18	DD	SW8270D
Benzyl butyl phthalate	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Bis(2-chloroethoxy)methane	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Bis(2-chloroethyl)ether	ND	400	ug/Kg	1	03/17/18	DD	SW8270D
Bis(2-chloroisopropyl)ether	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Bis(2-ethylhexyl)phthalate	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Carbazole	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
Chrysene	750	280	ug/Kg	1	03/17/18	DD	SW8270D
Dibenz(a,h)anthracene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Dibenzofuran	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
Diethyl phthalate	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Dimethylphthalate	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Di-n-butylphthalate	ND	790	ug/Kg	1	03/17/18	DD	SW8270D
Di-n-octylphthalate	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Fluoranthene	1500	280	ug/Kg	1	03/17/18	DD	SW8270D
Fluorene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Hexachlorobenzene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Hexachlorobutadiene	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
Hexachlorocyclopentadiene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Hexachloroethane	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Indeno(1,2,3-cd)pyrene	560	280	ug/Kg	1	03/17/18	DD	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Isophorone	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Naphthalene	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Nitrobenzene	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
N-Nitrosodimethylamine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
N-Nitrosodi-n-propylamine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
N-Nitrosodiphenylamine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
Pentachloronitrobenzene	ND	140	ug/Kg	1	03/17/18	DD	SW8270D
Pentachlorophenol	ND	400	ug/Kg	1	03/17/18	DD	SW8270D
Phenanthrene	590	280	ug/Kg	1	03/17/18	DD	SW8270D
Phenol	ND	280	ug/Kg	1	03/17/18	DD	SW8270D
Pyrene	1300	280	ug/Kg	1	03/17/18	DD	SW8270D
Pyridine	ND	200	ug/Kg	1	03/17/18	DD	SW8270D
<b>QA/QC Surrogates</b>							
% 2,4,6-Tribromophenol	92		%	1	03/17/18	DD	30 - 130 %
% 2-Fluorobiphenyl	83		%	1	03/17/18	DD	30 - 130 %
% 2-Fluorophenol	62		%	1	03/17/18	DD	30 - 130 %
% Nitrobenzene-d5	71		%	1	03/17/18	DD	30 - 130 %
% Phenol-d5	71		%	1	03/17/18	DD	30 - 130 %
% Terphenyl-d14	83		%	1	03/17/18	DD	30 - 130 %
Field Extraction	Completed				03/15/18		SW5035A

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
 QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

Per 1.4.6 of EPA method 8270D, 1,2-Diphenylhydrazine is unstable and readily converts to Azobenzene. Azobenzene is used for the calibration of 1,2-Diphenylhydrazine.

**Semi-Volatile Comment:**

Where the LOD justifies lowering the RL/PQL, the RL/PQL of some compounds are evaluated below the lowest calibration standard in order to meet criteria.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.  
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**Phyllis Shiller, Laboratory Director**

**March 28, 2018**

**Reviewed and Released by: Phyllis Shiller, Laboratory Director**



**Environmental Laboratories, Inc.**  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

March 28, 2018

FOR: Attn: Mr Tim Carr  
 Nobis Engineering, Inc  
 122 Church Street  
 Naugatuck CT 06770

Sample Information

Matrix: SOIL  
 Location Code: NOBIS  
 Rush Request: Standard  
 P.O.#: 90340.01

Custody Information

Collected by: FC  
 Received by: LB  
 Analyzed by: see "By" below

Date

03/15/18  
 03/16/18

Time

14:51  
 12:40

## Laboratory Data

SDG ID: GCA03871  
 Phoenix ID: CA03872

Project ID: PARCEL C, 58 MAPLE ST., NEWINGTON  
 Client ID: A1-STKPL S-2

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Silver	< 0.38	0.38	mg/Kg	1	03/17/18	MA	SW6010C
Arsenic	2.51	0.77	mg/Kg	1	03/17/18	MA	SW6010C
Barium	89.2	0.38	mg/Kg	1	03/17/18	MA	SW6010C
Cadmium	< 0.38	0.38	mg/Kg	1	03/17/18	MA	SW6010C
Chromium	20.0	0.38	mg/Kg	1	03/17/18	MA	SW6010C
Mercury	0.63	0.03	mg/Kg	1	03/19/18	RS	SW7471B
Lead	183	3.8	mg/Kg	10	03/20/18	MA	SW6010C
Selenium	< 1.5	1.5	mg/Kg	1	03/17/18	MA	SW6010C
TCLP Silver	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Arsenic	< 0.01	0.01	mg/L	1	03/20/18	MA	SW6010C
TCLP Barium	0.86	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Cadmium	< 0.005	0.005	mg/L	1	03/20/18	EK	SW6010C
TCLP Chromium	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Mercury	< 0.0002	0.0002	mg/L	1	03/19/18	RS	SW7470A
TCLP Lead	0.352	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Selenium	< 0.01	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Metals Digestion	Completed				03/19/18	I/I	SW3005A
Percent Solid	86		%		03/16/18	AP	SW846-%Solid
Soil Extraction for Pesticide	Completed				03/16/18	BA/V	SW3545A
Soil Extraction for SVOA	Completed				03/16/18	BA/CKV	SW3545A
Extraction of CT ETPH	Completed				03/16/18	BA/VCK	SW3545A
Mercury Digestion	Completed				03/19/18	I/I	SW7471B
Soil Extraction for Herbicide	Completed				03/16/18	S/D	SW8151A
Extraction for PCB	Completed				03/22/18	SX/JD	SW3540C
TCLP Digestion Mercury	Completed				03/19/18	I/I	SW7470A
TCLP Extraction for Metals	Completed				03/16/18	I/Q	SW1311
Total Metals Digest	Completed				03/16/18	CK/AG/BFSW	SW3050B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
<b><u>Chlorinated Herbicides</u></b>							
2,4,5-T	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
2,4,5-TP (Silvex)	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
2,4-D	ND	190	ug/Kg	10	03/19/18	CW	SW8151A
2,4-DB	ND	1900	ug/Kg	10	03/19/18	CW	SW8151A
Dalapon	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
Dicamba	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
Dichloroprop	ND	190	ug/Kg	10	03/19/18	CW	SW8151A
Dinoseb	ND	190	ug/Kg	10	03/19/18	CW	SW8151A
<b><u>QA/QC Surrogates</u></b>							
% DCAA	68		%	10	03/19/18	CW	30 - 150 %
<b><u>TPH by GC (Extractable Products)</u></b>							
Ext. Petroleum H.C. (C9-C36)	ND	57	mg/Kg	1	03/17/18	JRB	CTETPH 8015D
Identification	ND		mg/Kg	1	03/17/18	JRB	CTETPH 8015D
<b><u>QA/QC Surrogates</u></b>							
% n-Pentacosane	81		%	1	03/17/18	JRB	50 - 150 %
<b><u>PCB (Soxhlet SW3540C)</u></b>							
PCB-1016	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1221	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1232	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1242	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1248	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1254	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1260	460	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1262	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
PCB-1268	ND	380	ug/Kg	10	03/23/18	AW	SW8082A
<b><u>QA/QC Surrogates</u></b>							
% DCBP	120		%	10	03/23/18	AW	30 - 150 %
% TCMX	102		%	10	03/23/18	AW	30 - 150 %
<b><u>Pesticides</u></b>							
4,4' -DDD	ND	2.0	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDE	ND	2.5	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDT	10	7.6	ug/Kg	2	03/19/18	CW	SW8081B
a-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Alachlor	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Aldrin	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
b-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Chlordane	ND	38	ug/Kg	2	03/19/18	CW	SW8081B
d-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Dieldrin	ND	3.8	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan I	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan II	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan sulfate	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Endrin	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Endrin aldehyde	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Endrin ketone	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
g-BHC	ND	1.5	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor epoxide	ND	7.6	ug/Kg	2	03/19/18	CW	SW8081B
Methoxychlor	ND	38	ug/Kg	2	03/19/18	CW	SW8081B
Toxaphene	ND	150	ug/Kg	2	03/19/18	CW	SW8081B
<b><u>QA/QC Surrogates</u></b>							
% DCBP	80		%	2	03/19/18	CW	30 - 150 %
% TCMX	63		%	2	03/19/18	CW	30 - 150 %
<b><u>Volatiles</u></b>							
1,1,1,2-Tetrachloroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,1-Trichloroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2,2-Tetrachloroethane	ND	2.5	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2-Trichloroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloropropene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichlorobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichloropropane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trichlorobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trimethylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromo-3-chloropropane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromoethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichlorobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloropropane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,3,5-Trimethylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichlorobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichloropropane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
1,4-Dichlorobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
2,2-Dichloropropane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
2-Chlorotoluene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
2-Hexanone	ND	21	ug/Kg	1	03/18/18	JLI	SW8260C
2-Isopropyltoluene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
4-Chlorotoluene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
4-Methyl-2-pentanone	ND	21	ug/Kg	1	03/18/18	JLI	SW8260C
Acetone	ND	210	ug/Kg	1	03/18/18	JLI	SW8260C
Acrylonitrile	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Benzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Bromobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Bromochloromethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Bromodichloromethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Bromoform	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Bromomethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon Disulfide	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon tetrachloride	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Chlorobenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroform	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Chloromethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C



Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
cis-1,2-Dichloroethene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
cis-1,3-Dichloropropene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromochloromethane	ND	2.5	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromomethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Dichlorodifluoromethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Ethylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Hexachlorobutadiene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Isopropylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
m&p-Xylene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl Ethyl Ketone	ND	25	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl t-butyl ether (MTBE)	ND	8.4	ug/Kg	1	03/18/18	JLI	SW8260C
Methylene chloride	ND	8.4	ug/Kg	1	03/18/18	JLI	SW8260C
Naphthalene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
n-Butylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
n-Propylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
o-Xylene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
p-Isopropyltoluene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
sec-Butylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Styrene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
tert-Butylbenzene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrachloroethene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrahydrofuran (THF)	ND	8.4	ug/Kg	1	03/18/18	JLI	SW8260C
Toluene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Total Xylenes	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,2-Dichloroethene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,3-Dichloropropene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,4-dichloro-2-butene	ND	8.4	ug/Kg	1	03/18/18	JLI	SW8260C
Trichloroethene	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorofluoromethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorotrifluoroethane	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
Vinyl chloride	ND	4.2	ug/Kg	1	03/18/18	JLI	SW8260C
<b><u>QA/QC Surrogates</u></b>							
% 1,2-dichlorobenzene-d4	100		%	1	03/18/18	JLI	70 - 130 %
% Bromofluorobenzene	99		%	1	03/18/18	JLI	70 - 130 %
% Dibromofluoromethane	105		%	1	03/18/18	JLI	70 - 130 %
% Toluene-d8	98		%	1	03/18/18	JLI	70 - 130 %
<b><u>Semivolatiles</u></b>							
1,2,4,5-Tetrachlorobenzene	ND	100	ug/Kg	1	03/17/18	KCA	SW8270D
1,2,4-Trichlorobenzene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
1,2-Dichlorobenzene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
1,2-Diphenylhydrazine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
1,3-Dichlorobenzene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
1,4-Dichlorobenzene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2,4,5-Trichlorophenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2,4,6-Trichlorophenol	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dichlorophenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dimethylphenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dinitrophenol	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
2,6-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
2-Chloronaphthalene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2-Chlorophenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2-Methylnaphthalene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2-Methylphenol (o-cresol)	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
2-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
2-Nitrophenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
3&4-Methylphenol (m&p-cresol)	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
3,3'-Dichlorobenzidine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
3-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4,6-Dinitro-2-methylphenol	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4-Bromophenyl phenyl ether	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chloro-3-methylphenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chloroaniline	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chlorophenyl phenyl ether	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
4-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4-Nitrophenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Acenaphthene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Acenaphthylene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Acetophenone	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Aniline	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Anthracene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Benz(a)anthracene	660	260	ug/Kg	1	03/17/18	KCA	SW8270D
Benzdine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(a)pyrene	680	260	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(b)fluoranthene	620	260	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(ghi)perylene	380	260	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(k)fluoranthene	670	260	ug/Kg	1	03/17/18	KCA	SW8270D
Benzoic acid	ND	750	ug/Kg	1	03/17/18	KCA	SW8270D
Benzyl butyl phthalate	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroethoxy)methane	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroethyl)ether	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroisopropyl)ether	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-ethylhexyl)phthalate	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Carbazole	ND	75	ug/Kg	1	03/17/18	KCA	SW8270D
Chrysene	650	260	ug/Kg	1	03/17/18	KCA	SW8270D
Dibenz(a,h)anthracene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Dibenzofuran	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Diethyl phthalate	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Dimethylphthalate	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Di-n-butylphthalate	ND	750	ug/Kg	1	03/17/18	KCA	SW8270D
Di-n-octylphthalate	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Fluoranthene	1100	260	ug/Kg	1	03/17/18	KCA	SW8270D
Fluorene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorobenzene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorobutadiene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorocyclopentadiene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachloroethane	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Indeno(1,2,3-cd)pyrene	410	260	ug/Kg	1	03/17/18	KCA	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Isophorone	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Naphthalene	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Nitrobenzene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodimethylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodi-n-propylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodiphenylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Pentachloronitrobenzene	ND	140	ug/Kg	1	03/17/18	KCA	SW8270D
Pentachlorophenol	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
Phenanthrene	560	260	ug/Kg	1	03/17/18	KCA	SW8270D
Phenol	ND	260	ug/Kg	1	03/17/18	KCA	SW8270D
Pyrene	990	260	ug/Kg	1	03/17/18	KCA	SW8270D
Pyridine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
<b>QA/QC Surrogates</b>							
% 2,4,6-Tribromophenol	93		%	1	03/17/18	KCA	30 - 130 %
% 2-Fluorobiphenyl	83		%	1	03/17/18	KCA	30 - 130 %
% 2-Fluorophenol	64		%	1	03/17/18	KCA	30 - 130 %
% Nitrobenzene-d5	74		%	1	03/17/18	KCA	30 - 130 %
% Phenol-d5	75		%	1	03/17/18	KCA	30 - 130 %
% Terphenyl-d14	76		%	1	03/17/18	KCA	30 - 130 %
Field Extraction	Completed				03/15/18		SW5035A

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
 QA/QC Surrogates: Surrogates are compounds (preceeded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

Per 1.4.6 of EPA method 8270D, 1,2-Diphenylhydrazine is unstable and readily converts to Azobenzene. Azobenzene is used for the calibration of 1,2-Diphenylhydrazine.

**Semi-Volatile Comment:**

Where the LOD justifies lowering the RL/PQL, the RL/PQL of some compounds are evaluated below the lowest calibration standard in order to meet criteria.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.  
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**Phyllis Shiller, Laboratory Director**

**March 28, 2018**

**Reviewed and Released by: Phyllis Shiller, Laboratory Director**



**Environmental Laboratories, Inc.**  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

March 28, 2018

FOR: Attn: Mr Tim Carr  
 Nobis Engineering, Inc  
 122 Church Street  
 Naugatuck CT 06770

Sample Information

Matrix: SOIL  
 Location Code: NOBIS  
 Rush Request: Standard  
 P.O.#: 90340.01

Custody Information

Collected by: FC  
 Received by: LB  
 Analyzed by: see "By" below

Date

03/15/18  
 03/16/18

Time

15:23  
 12:40

## Laboratory Data

SDG ID: GCA03871  
 Phoenix ID: CA03873

Project ID: PARCEL C, 58 MAPLE ST., NEWINGTON  
 Client ID: A1-STKPL N-1

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Silver	< 0.41	0.41	mg/Kg	1	03/17/18	MA	SW6010C
Arsenic	2.94	0.82	mg/Kg	1	03/17/18	MA	SW6010C
Barium	96.1	0.41	mg/Kg	1	03/17/18	MA	SW6010C
Cadmium	< 0.41	0.41	mg/Kg	1	03/17/18	MA	SW6010C
Chromium	20.6	0.41	mg/Kg	1	03/17/18	MA	SW6010C
Mercury	0.75	0.03	mg/Kg	1	03/19/18	RS	SW7471B
Lead	233	4.1	mg/Kg	10	03/20/18	MA	SW6010C
Selenium	< 1.6	1.6	mg/Kg	1	03/17/18	MA	SW6010C
TCLP Silver	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Arsenic	< 0.01	0.01	mg/L	1	03/20/18	MA	SW6010C
TCLP Barium	0.86	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Cadmium	< 0.005	0.005	mg/L	1	03/20/18	EK	SW6010C
TCLP Chromium	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Mercury	< 0.0002	0.0002	mg/L	1	03/19/18	RS	SW7470A
TCLP Lead	0.343	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Selenium	< 0.01	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Metals Digestion	Completed				03/19/18	I/I	SW3005A
Percent Solid	86		%		03/16/18	AP	SW846-%Solid
Soil Extraction for Pesticide	Completed				03/16/18	BA/V	SW3545A
Soil Extraction for SVOA	Completed				03/16/18	BA/CKV	SW3545A
Extraction of CT ETPH	Completed				03/16/18	BA/VCK	SW3545A
Mercury Digestion	Completed				03/19/18	I/I	SW7471B
Soil Extraction for Herbicide	Completed				03/16/18	S/D	SW8151A
Extraction for PCB	Completed				03/16/18	X/Q	SW3540C
TCLP Digestion Mercury	Completed				03/19/18	I/I	SW7470A
TCLP Extraction for Metals	Completed				03/16/18	I/Q	SW1311
Total Metals Digest	Completed				03/16/18	CK/AG/BFS	SW3050B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
<b><u>Chlorinated Herbicides</u></b>							
2,4,5-T	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
2,4,5-TP (Silvex)	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
2,4-D	ND	190	ug/Kg	10	03/19/18	CW	SW8151A
2,4-DB	ND	1900	ug/Kg	10	03/19/18	CW	SW8151A
Dalapon	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
Dicamba	ND	96	ug/Kg	10	03/19/18	CW	SW8151A
Dichloroprop	ND	190	ug/Kg	10	03/19/18	CW	SW8151A
Dinoseb	ND	190	ug/Kg	10	03/19/18	CW	SW8151A
<b><u>QA/QC Surrogates</u></b>							
% DCAA	46		%	10	03/19/18	CW	30 - 150 %
<b><u>TPH by GC (Extractable Products)</u></b>							
Ext. Petroleum H.C. (C9-C36)	ND	58	mg/Kg	1	03/19/18	JRB	CTETPH 8015D
Identification	ND		mg/Kg	1	03/19/18	JRB	CTETPH 8015D
<b><u>QA/QC Surrogates</u></b>							
% n-Pentacosane	84		%	1	03/19/18	JRB	50 - 150 %
<b><u>PCB (Soxhlet SW3540C)</u></b>							
PCB-1016	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1221	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1232	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1242	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1248	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1254	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1260	450	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1262	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1268	ND	380	ug/Kg	10	03/19/18	AW	SW8082A
<b><u>QA/QC Surrogates</u></b>							
% DCBP	68		%	10	03/19/18	AW	30 - 150 %
% TCMX	62		%	10	03/19/18	AW	30 - 150 %
<b><u>Pesticides</u></b>							
4,4' -DDD	ND	2.5	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDE	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDT	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
a-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Alachlor	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Aldrin	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
b-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Chlordane	ND	39	ug/Kg	2	03/19/18	CW	SW8081B
d-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Dieldrin	ND	7.0	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan I	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan II	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan sulfate	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endrin	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endrin aldehyde	ND	10	ug/Kg	2	03/19/18	CW	SW8081B
Endrin ketone	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
g-BHC	ND	1.5	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor epoxide	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Methoxychlor	ND	39	ug/Kg	2	03/19/18	CW	SW8081B
Toxaphene	ND	150	ug/Kg	2	03/19/18	CW	SW8081B
<b><u>QA/QC Surrogates</u></b>							
% DCBP	75		%	2	03/19/18	CW	30 - 150 %
% TCMX	69		%	2	03/19/18	CW	30 - 150 %
<b><u>Volatiles</u></b>							
1,1,1,2-Tetrachloroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,1-Trichloroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2,2-Tetrachloroethane	ND	2.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2-Trichloroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloropropene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichlorobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichloropropane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trichlorobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trimethylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromo-3-chloropropane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromoethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichlorobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloropropane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,3,5-Trimethylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichlorobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichloropropane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,4-Dichlorobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
2,2-Dichloropropane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
2-Chlorotoluene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
2-Hexanone	ND	20	ug/Kg	1	03/18/18	JLI	SW8260C
2-Isopropyltoluene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
4-Chlorotoluene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
4-Methyl-2-pentanone	ND	20	ug/Kg	1	03/18/18	JLI	SW8260C
Acetone	ND	200	ug/Kg	1	03/18/18	JLI	SW8260C
Acrylonitrile	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Benzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Bromobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Bromochloromethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Bromodichloromethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Bromoform	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Bromomethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon Disulfide	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon tetrachloride	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Chlorobenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroform	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Chloromethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
cis-1,2-Dichloroethene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
cis-1,3-Dichloropropene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromochloromethane	ND	2.4	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromomethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Dichlorodifluoromethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Ethylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Hexachlorobutadiene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Isopropylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
m&p-Xylene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl Ethyl Ketone	ND	24	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl t-butyl ether (MTBE)	ND	7.9	ug/Kg	1	03/18/18	JLI	SW8260C
Methylene chloride	ND	7.9	ug/Kg	1	03/18/18	JLI	SW8260C
Naphthalene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
n-Butylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
n-Propylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
o-Xylene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
p-Isopropyltoluene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
sec-Butylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Styrene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
tert-Butylbenzene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrachloroethene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrahydrofuran (THF)	ND	7.9	ug/Kg	1	03/18/18	JLI	SW8260C
Toluene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Total Xylenes	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,2-Dichloroethene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,3-Dichloropropene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,4-dichloro-2-butene	ND	7.9	ug/Kg	1	03/18/18	JLI	SW8260C
Trichloroethene	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorofluoromethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorotrifluoroethane	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
Vinyl chloride	ND	4.0	ug/Kg	1	03/18/18	JLI	SW8260C
<b><u>QA/QC Surrogates</u></b>							
% 1,2-dichlorobenzene-d4	99		%	1	03/18/18	JLI	70 - 130 %
% Bromofluorobenzene	100		%	1	03/18/18	JLI	70 - 130 %
% Dibromofluoromethane	104		%	1	03/18/18	JLI	70 - 130 %
% Toluene-d8	99		%	1	03/18/18	JLI	70 - 130 %
<b><u>Semivolatiles</u></b>							
1,2,4,5-Tetrachlorobenzene	ND	100	ug/Kg	1	03/17/18	KCA	SW8270D
1,2,4-Trichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
1,2-Dichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
1,2-Diphenylhydrazine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
1,3-Dichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
1,4-Dichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4,5-Trichlorophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4,6-Trichlorophenol	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dichlorophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dimethylphenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dinitrophenol	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
2,6-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
2-Chloronaphthalene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Chlorophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Methylnaphthalene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Methylphenol (o-cresol)	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
2-Nitrophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
3&4-Methylphenol (m&p-cresol)	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
3,3'-Dichlorobenzidine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
3-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4,6-Dinitro-2-methylphenol	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4-Bromophenyl phenyl ether	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chloro-3-methylphenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chloroaniline	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chlorophenyl phenyl ether	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
4-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4-Nitrophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Acenaphthene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Acenaphthylene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Acetophenone	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Aniline	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Anthracene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benz(a)anthracene	970	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzdine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(a)pyrene	1000	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(b)fluoranthene	960	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(ghi)perylene	630	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(k)fluoranthene	840	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzoic acid	ND	760	ug/Kg	1	03/17/18	KCA	SW8270D
Benzyl butyl phthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroethoxy)methane	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroethyl)ether	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroisopropyl)ether	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-ethylhexyl)phthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Carbazole	ND	190	ug/Kg	1	03/17/18	KCA	SW8270D
Chrysene	960	270	ug/Kg	1	03/17/18	KCA	SW8270D
Dibenz(a,h)anthracene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Dibenzofuran	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Diethyl phthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Dimethylphthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Di-n-butylphthalate	ND	760	ug/Kg	1	03/17/18	KCA	SW8270D
Di-n-octylphthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Fluoranthene	1600	270	ug/Kg	1	03/17/18	KCA	SW8270D
Fluorene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorobutadiene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorocyclopentadiene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachloroethane	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Indeno(1,2,3-cd)pyrene	700	270	ug/Kg	1	03/17/18	KCA	SW8270D



Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Isophorone	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Naphthalene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Nitrobenzene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodimethylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodi-n-propylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodiphenylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Pentachloronitrobenzene	ND	140	ug/Kg	1	03/17/18	KCA	SW8270D
Pentachlorophenol	ND	380	ug/Kg	1	03/17/18	KCA	SW8270D
Phenanthrene	620	270	ug/Kg	1	03/17/18	KCA	SW8270D
Phenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Pyrene	1400	270	ug/Kg	1	03/17/18	KCA	SW8270D
Pyridine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
<b>QA/QC Surrogates</b>							
% 2,4,6-Tribromophenol	89		%	1	03/17/18	KCA	30 - 130 %
% 2-Fluorobiphenyl	82		%	1	03/17/18	KCA	30 - 130 %
% 2-Fluorophenol	61		%	1	03/17/18	KCA	30 - 130 %
% Nitrobenzene-d5	73		%	1	03/17/18	KCA	30 - 130 %
% Phenol-d5	73		%	1	03/17/18	KCA	30 - 130 %
% Terphenyl-d14	74		%	1	03/17/18	KCA	30 - 130 %
Field Extraction	Completed				03/15/18		SW5035A

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
 QA/QC Surrogates: Surrogates are compounds (preceeded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

Per 1.4.6 of EPA method 8270D, 1,2-Diphenylhydrazine is unstable and readily converts to Azobenzene. Azobenzene is used for the calibration of 1,2-Diphenylhydrazine.

**Semi-Volatile Comment:**

Where the LOD justifies lowering the RL/PQL, the RL/PQL of some compounds are evaluated below the lowest calibration standard in order to meet criteria.

**Pesticide Comment:**

A dilution of the pesticide extract was necessary due to matrix interference caused by the presence of PCBs in the sample, the requested criteria could not be met for all pesticide compounds.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.  
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**Phyllis Shiller, Laboratory Director**

**March 28, 2018**

**Reviewed and Released by: Phyllis Shiller, Laboratory Director**



**Environmental Laboratories, Inc.**  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

March 28, 2018

FOR: Attn: Mr Tim Carr  
 Nobis Engineering, Inc  
 122 Church Street  
 Naugatuck CT 06770

Sample Information

Matrix: SOIL  
 Location Code: NOBIS  
 Rush Request: Standard  
 P.O.#: 90340.01

Custody Information

Collected by: FC  
 Received by: LB  
 Analyzed by: see "By" below

Date

03/15/18  
 03/16/18

Time

15:32  
 12:40

## Laboratory Data

SDG ID: GCA03871  
 Phoenix ID: CA03874

Project ID: PARCEL C, 58 MAPLE ST., NEWINGTON  
 Client ID: A1-STKPL N-2

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Silver	< 0.40	0.40	mg/Kg	1	03/17/18	MA	SW6010C
Arsenic	2.80	0.80	mg/Kg	1	03/17/18	MA	SW6010C
Barium	92.9	0.40	mg/Kg	1	03/17/18	MA	SW6010C
Cadmium	< 0.40	0.40	mg/Kg	1	03/17/18	MA	SW6010C
Chromium	21.7	0.40	mg/Kg	1	03/17/18	MA	SW6010C
Mercury	1.02	0.03	mg/Kg	1	03/19/18	RS	SW7471B
Lead	175	4.0	mg/Kg	10	03/20/18	MA	SW6010C
Selenium	< 1.6	1.6	mg/Kg	1	03/17/18	MA	SW6010C
TCLP Silver	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Arsenic	< 0.01	0.01	mg/L	1	03/20/18	MA	SW6010C
TCLP Barium	0.96	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Cadmium	0.005	0.005	mg/L	1	03/20/18	EK	SW6010C
TCLP Chromium	< 0.010	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Mercury	< 0.0002	0.0002	mg/L	1	03/19/18	RS	SW7470A
TCLP Lead	0.459	0.010	mg/L	1	03/20/18	EK	SW6010C
TCLP Selenium	< 0.01	0.01	mg/L	1	03/20/18	EK	SW6010C
TCLP Metals Digestion	Completed				03/19/18	I/I	SW3005A
Percent Solid	84		%		03/16/18	AP	SW846-%Solid
Soil Extraction for Pesticide	Completed				03/16/18	BA/V	SW3545A
Soil Extraction for SVOA	Completed				03/16/18	BA/CKV	SW3545A
Extraction of CT ETPH	Completed				03/16/18	BA/VCK	SW3545A
Mercury Digestion	Completed				03/19/18	I/I	SW7471B
Soil Extraction for Herbicide	Completed				03/16/18	S/D	SW8151A
Extraction for PCB	Completed				03/16/18	X/Q	SW3540C
TCLP Digestion Mercury	Completed				03/19/18	I/I	SW7470A
TCLP Extraction for Metals	Completed				03/16/18	I/Q	SW1311
Total Metals Digest	Completed				03/16/18	CK/AG/BFSW	SW3050B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
<b><u>Chlorinated Herbicides</u></b>							
2,4,5-T	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
2,4,5-TP (Silvex)	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
2,4-D	ND	200	ug/Kg	10	03/19/18	CW	SW8151A
2,4-DB	ND	2000	ug/Kg	10	03/19/18	CW	SW8151A
Dalapon	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
Dicamba	ND	99	ug/Kg	10	03/19/18	CW	SW8151A
Dichloroprop	ND	200	ug/Kg	10	03/19/18	CW	SW8151A
Dinoseb	ND	200	ug/Kg	10	03/19/18	CW	SW8151A
<b><u>QA/QC Surrogates</u></b>							
% DCAA	39		%	10	03/19/18	CW	30 - 150 %
<b><u>TPH by GC (Extractable Products)</u></b>							
Ext. Petroleum H.C. (C9-C36)	ND	59	mg/Kg	1	03/19/18	JRB	CTETPH 8015D
Identification	ND		mg/Kg	1	03/19/18	JRB	CTETPH 8015D
<b><u>QA/QC Surrogates</u></b>							
% n-Pentacosane	80		%	1	03/19/18	JRB	50 - 150 %
<b><u>PCB (Soxhlet SW3540C)</u></b>							
PCB-1016	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1221	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1232	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1242	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1248	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1254	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1260	2600	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1262	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
PCB-1268	ND	390	ug/Kg	10	03/19/18	AW	SW8082A
<b><u>QA/QC Surrogates</u></b>							
% DCBP	141		%	10	03/19/18	AW	30 - 150 %
% TCMX	106		%	10	03/19/18	AW	30 - 150 %
<b><u>Pesticides</u></b>							
4,4' -DDD	ND	10	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDE	ND	7.0	ug/Kg	2	03/19/18	CW	SW8081B
4,4' -DDT	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
a-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Alachlor	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Aldrin	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
b-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Chlordane	ND	39	ug/Kg	2	03/19/18	CW	SW8081B
d-BHC	ND	1.9	ug/Kg	2	03/19/18	CW	SW8081B
Dieldrin	ND	20	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan I	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan II	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endosulfan sulfate	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endrin	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Endrin aldehyde	ND	40	ug/Kg	2	03/19/18	CW	SW8081B
Endrin ketone	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
g-BHC	ND	1.5	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Heptachlor epoxide	ND	7.7	ug/Kg	2	03/19/18	CW	SW8081B
Methoxychlor	ND	39	ug/Kg	2	03/19/18	CW	SW8081B
Toxaphene	ND	150	ug/Kg	2	03/19/18	CW	SW8081B
<b><u>QA/QC Surrogates</u></b>							
% DCBP	74		%	2	03/19/18	CW	30 - 150 %
% TCMX	69		%	2	03/19/18	CW	30 - 150 %
<b><u>Volatiles</u></b>							
1,1,1,2-Tetrachloroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,1-Trichloroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2,2-Tetrachloroethane	ND	3.8	ug/Kg	1	03/18/18	JLI	SW8260C
1,1,2-Trichloroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloroethene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,1-Dichloropropene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichlorobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,3-Trichloropropane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trichlorobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2,4-Trimethylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromo-3-chloropropane	ND	5.0	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dibromoethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichlorobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,2-Dichloropropane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,3,5-Trimethylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichlorobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,3-Dichloropropane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
1,4-Dichlorobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
2,2-Dichloropropane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
2-Chlorotoluene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
2-Hexanone	ND	32	ug/Kg	1	03/18/18	JLI	SW8260C
2-Isopropyltoluene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
4-Chlorotoluene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
4-Methyl-2-pentanone	ND	32	ug/Kg	1	03/18/18	JLI	SW8260C
Acetone	ND	320	ug/Kg	1	03/18/18	JLI	SW8260C
Acrylonitrile	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Benzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Bromobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Bromochloromethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Bromodichloromethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Bromoform	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Bromomethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon Disulfide	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Carbon tetrachloride	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Chlorobenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Chloroform	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Chloromethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
cis-1,2-Dichloroethene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
cis-1,3-Dichloropropene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromochloromethane	ND	3.8	ug/Kg	1	03/18/18	JLI	SW8260C
Dibromomethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Dichlorodifluoromethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Ethylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Hexachlorobutadiene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Isopropylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
m&p-Xylene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl Ethyl Ketone	ND	38	ug/Kg	1	03/18/18	JLI	SW8260C
Methyl t-butyl ether (MTBE)	ND	13	ug/Kg	1	03/18/18	JLI	SW8260C
Methylene chloride	ND	13	ug/Kg	1	03/18/18	JLI	SW8260C
Naphthalene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
n-Butylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
n-Propylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
o-Xylene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
p-Isopropyltoluene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
sec-Butylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Styrene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
tert-Butylbenzene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrachloroethene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Tetrahydrofuran (THF)	ND	13	ug/Kg	1	03/18/18	JLI	SW8260C
Toluene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Total Xylenes	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,2-Dichloroethene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,3-Dichloropropene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
trans-1,4-dichloro-2-butene	ND	13	ug/Kg	1	03/18/18	JLI	SW8260C
Trichloroethene	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorofluoromethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Trichlorotrifluoroethane	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
Vinyl chloride	ND	6.4	ug/Kg	1	03/18/18	JLI	SW8260C
<b><u>QA/QC Surrogates</u></b>							
% 1,2-dichlorobenzene-d4	102		%	1	03/18/18	JLI	70 - 130 %
% Bromofluorobenzene	89		%	1	03/18/18	JLI	70 - 130 %
% Dibromofluoromethane	107		%	1	03/18/18	JLI	70 - 130 %
% Toluene-d8	96		%	1	03/18/18	JLI	70 - 130 %
<b><u>Semivolatiles</u></b>							
1,2,4,5-Tetrachlorobenzene	ND	100	ug/Kg	1	03/17/18	KCA	SW8270D
1,2,4-Trichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
1,2-Dichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
1,2-Diphenylhydrazine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
1,3-Dichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
1,4-Dichlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4,5-Trichlorophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4,6-Trichlorophenol	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dichlorophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dimethylphenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dinitrophenol	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
2,4-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
2,6-Dinitrotoluene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
2-Chloronaphthalene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Chlorophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Methylnaphthalene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Methylphenol (o-cresol)	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
2-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
2-Nitrophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
3&4-Methylphenol (m&p-cresol)	ND	390	ug/Kg	1	03/17/18	KCA	SW8270D
3,3'-Dichlorobenzidine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
3-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4,6-Dinitro-2-methylphenol	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4-Bromophenyl phenyl ether	ND	390	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chloro-3-methylphenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chloroaniline	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
4-Chlorophenyl phenyl ether	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
4-Nitroaniline	ND	300	ug/Kg	1	03/17/18	KCA	SW8270D
4-Nitrophenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Acenaphthene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Acenaphthylene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Acetophenone	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Aniline	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Anthracene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benz(a)anthracene	810	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzdine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(a)pyrene	790	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(b)fluoranthene	760	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(ghi)perylene	420	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzo(k)fluoranthene	660	270	ug/Kg	1	03/17/18	KCA	SW8270D
Benzoic acid	ND	770	ug/Kg	1	03/17/18	KCA	SW8270D
Benzyl butyl phthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroethoxy)methane	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroethyl)ether	ND	390	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-chloroisopropyl)ether	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Bis(2-ethylhexyl)phthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Carbazole	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Chrysene	810	270	ug/Kg	1	03/17/18	KCA	SW8270D
Dibenz(a,h)anthracene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Dibenzofuran	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Diethyl phthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Dimethylphthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Di-n-butylphthalate	ND	770	ug/Kg	1	03/17/18	KCA	SW8270D
Di-n-octylphthalate	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Fluoranthene	1400	270	ug/Kg	1	03/17/18	KCA	SW8270D
Fluorene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorobenzene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorobutadiene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachlorocyclopentadiene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Hexachloroethane	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Indeno(1,2,3-cd)pyrene	460	270	ug/Kg	1	03/17/18	KCA	SW8270D

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Isophorone	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Naphthalene	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Nitrobenzene	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodimethylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodi-n-propylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
N-Nitrosodiphenylamine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
Pentachloronitrobenzene	ND	140	ug/Kg	1	03/17/18	KCA	SW8270D
Pentachlorophenol	ND	390	ug/Kg	1	03/17/18	KCA	SW8270D
Phenanthrene	600	270	ug/Kg	1	03/17/18	KCA	SW8270D
Phenol	ND	270	ug/Kg	1	03/17/18	KCA	SW8270D
Pyrene	1200	270	ug/Kg	1	03/17/18	KCA	SW8270D
Pyridine	ND	200	ug/Kg	1	03/17/18	KCA	SW8270D
<b>QA/QC Surrogates</b>							
% 2,4,6-Tribromophenol	82		%	1	03/17/18	KCA	30 - 130 %
% 2-Fluorobiphenyl	71		%	1	03/17/18	KCA	30 - 130 %
% 2-Fluorophenol	54		%	1	03/17/18	KCA	30 - 130 %
% Nitrobenzene-d5	63		%	1	03/17/18	KCA	30 - 130 %
% Phenol-d5	64		%	1	03/17/18	KCA	30 - 130 %
% Terphenyl-d14	68		%	1	03/17/18	KCA	30 - 130 %
Field Extraction	Completed				03/15/18		SW5035A

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
 QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

Per 1.4.6 of EPA method 8270D, 1,2-Diphenylhydrazine is unstable and readily converts to Azobenzene. Azobenzene is used for the calibration of 1,2-Diphenylhydrazine.

**Semi-Volatile Comment:**

Where the LOD justifies lowering the RL/PQL, the RL/PQL of some compounds are evaluated below the lowest calibration standard in order to meet criteria.

**Pesticide Comment:**

Due to matrix interference caused by the presence of PCBs in the sample, an elevated RL was reported for the affected compounds

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.  
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**Phyllis Shiller, Laboratory Director**

**March 28, 2018**

**Reviewed and Released by: Phyllis Shiller, Laboratory Director**



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# QA/QC Report

March 28, 2018

## QA/QC Data

SDG I.D.: GCA03871

Parameter	Blank	Blk RL	Sample Result	Dup Result	Dup RPD	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
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QA/QC Batch 423157 (mg/kg), QC Sample No: CA03124 (CA03871, CA03872)

Mercury - Soil	BRL	0.02	0.04	0.03	NC	95.5	91.6	4.2	101			70 - 130	30
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Comment:

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%. MS acceptance range is 75-125%.

QA/QC Batch 423163 (mg/L), QC Sample No: CA03871 (CA03871, CA03872, CA03873, CA03874)

### ICP Metals - TCLP Extraction

Arsenic	BRL	0.01	<0.01	<0.01	NC	113			111			75 - 125	20
Barium	BRL	0.01	0.80	0.73	9.20	96.6			92.5			75 - 125	20
Cadmium	BRL	0.005	0.005	<0.005	NC	106			104			75 - 125	20
Chromium	BRL	0.010	<0.010	<0.010	NC	102			105			75 - 125	20
Lead	BRL	0.010	0.262	0.241	8.30	102			103			75 - 125	20
Selenium	BRL	0.01	<0.01	<0.01	NC	111			109			75 - 125	20
Silver	BRL	0.010	<0.010	<0.010	NC	106			107			75 - 125	20

QA/QC Batch 423160 (mg/L), QC Sample No: CA04015 (CA03871, CA03872, CA03873, CA03874)

Mercury - Water	BRL	0.0002	0.0305	0.0262	15.2	87.4			126			80 - 120	20	m
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Comment:

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%. MS acceptance range is 75-125%.

QA/QC Batch 423095 (mg/kg), QC Sample No: CA04273 (CA03871, CA03872, CA03873, CA03874)

### ICP Metals - Soil

Arsenic	BRL	0.67	2.52	2.67	NC	102			85.5			75 - 125	30
Barium	BRL	0.33	64.6	67.0	3.60	90.8			101			75 - 125	30
Cadmium	BRL	0.33	<0.36	<0.37	NC	108			90.2			75 - 125	30
Chromium	BRL	0.33	18.4	18.0	2.20	110			104			75 - 125	30
Lead	BRL	0.33	47.1	52.8	11.4	105			94.3			75 - 125	30
Selenium	BRL	1.3	<1.4	<1.5	NC	94.4			119			75 - 125	30
Silver	BRL	0.33	<0.36	<0.37	NC	105			99.0			75 - 125	30

QA/QC Batch 423158 (mg/kg), QC Sample No: CA04291 (CA03873, CA03874)

Mercury - Soil	BRL	0.02	<0.03	<0.03	NC	101	92.0	9.3	101			70 - 130	30
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Comment:

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%. MS acceptance range is 75-125%.

m = This parameter is outside laboratory MS/MSD specified recovery limits.





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# QA/QC Report

March 28, 2018

## QA/QC Data

SDG I.D.: GCA03871

Parameter	Blank	Blk RL	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
QA/QC Batch 423063 (ug/Kg), QC Sample No: CA03697 10X (CA03871, CA03872, CA03873, CA03874)										
<b>Chlorinated Herbicides - Soil</b>										
2,4,5-T	ND	83	32			43	43	0.0	40 - 140	30
2,4,5-TP (Silvex)	ND	83	23			38	38	0.0	40 - 140	30
2,4-D	ND	170	54			52	54	3.8	40 - 140	30
2,4-DB	ND	1700	17			41	40	2.5	40 - 140	30
Dalapon	ND	83	71			50	59	16.5	40 - 140	30
Dicamba	ND	83	74			61	68	10.9	40 - 140	30
Dichloroprop	ND	170	37			44	43	2.3	40 - 140	30
Dinoseb	ND	170	17			31	34	9.2	40 - 140	30
% DCAA (Surrogate Rec)	63	%	30			46	50	8.3	30 - 150	30

Comment:

Some compound recoveries in the LCS were below acceptance criteria; other QC was within criteria. Samples with poor surrogate recoveries were re-extracted.

QA/QC Batch 423072 (mg/Kg), QC Sample No: CA03871 (CA03871, CA03872, CA03873, CA03874)

### TPH by GC (Extractable Products) - Soil

Ext. Petroleum H.C. (C9-C36)	ND	50	94	77	19.9	97	98	1.0	60 - 120	30
% n-Pentacosane	81	%	82	71	14.4	94	82	13.6	50 - 150	30

Comment:

Additional surrogate criteria: LCS acceptance range is 60-120% MS acceptance range 50-150%. The ETPH/DRO LCS has been normalized based on the alkane calibration.

QA/QC Batch 423065 (ug/kg), QC Sample No: CA03871 (CA03871, CA03872, CA03873, CA03874)

### Semivolatiles - Soil

1,2,4,5-Tetrachlorobenzene	ND	230	71	69	2.9	68	61	10.9	30 - 130	30
1,2,4-Trichlorobenzene	ND	230	66	65	1.5	60	54	10.5	30 - 130	30
1,2-Dichlorobenzene	ND	180	62	60	3.3	55	48	13.6	30 - 130	30
1,2-Diphenylhydrazine	ND	230	70	70	0.0	68	63	7.6	30 - 130	30
1,3-Dichlorobenzene	ND	230	60	58	3.4	54	46	16.0	30 - 130	30
1,4-Dichlorobenzene	ND	230	60	60	0.0	54	46	16.0	30 - 130	30
2,4,5-Trichlorophenol	ND	230	76	76	0.0	75	67	11.3	30 - 130	30
2,4,6-Trichlorophenol	ND	130	79	78	1.3	73	68	7.1	30 - 130	30
2,4-Dichlorophenol	ND	130	76	74	2.7	70	63	10.5	30 - 130	30
2,4-Dimethylphenol	ND	230	75	74	1.3	61	59	3.3	30 - 130	30
2,4-Dinitrophenol	ND	230	<10	<10	NC	29	30	3.4	30 - 130	30
2,4-Dinitrotoluene	ND	130	74	75	1.3	72	67	7.2	30 - 130	30
2,6-Dinitrotoluene	ND	130	74	74	0.0	72	63	13.3	30 - 130	30
2-Chloronaphthalene	ND	230	75	74	1.3	72	64	11.8	30 - 130	30
2-Chlorophenol	ND	230	70	69	1.4	58	52	10.9	30 - 130	30
2-Methylnaphthalene	ND	230	70	67	4.4	66	59	11.2	30 - 130	30
2-Methylphenol (o-cresol)	ND	230	75	74	1.3	64	61	4.8	30 - 130	30
2-Nitroaniline	ND	330	99	102	3.0	92	87	5.6	30 - 130	30
2-Nitrophenol	ND	230	65	62	4.7	59	53	10.7	30 - 130	30

QA/QC Data

SDG I.D.: GCA03871

Parameter	Blank	Blk RL	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits	
3&4-Methylphenol (m&p-cresol)	ND	230	76	74	2.7	63	60	4.9	30 - 130	30	
3,3'-Dichlorobenzidine	ND	130	94	95	1.1	79	76	3.9	30 - 130	30	
3-Nitroaniline	ND	330	91	89	2.2	81	77	5.1	30 - 130	30	
4,6-Dinitro-2-methylphenol	ND	230	13	13	0.0	40	37	7.8	30 - 130	30	l
4-Bromophenyl phenyl ether	ND	230	76	75	1.3	72	67	7.2	30 - 130	30	
4-Chloro-3-methylphenol	ND	230	77	75	2.6	75	69	8.3	30 - 130	30	
4-Chloroaniline	ND	230	70	69	1.4	63	59	6.6	30 - 130	30	
4-Chlorophenyl phenyl ether	ND	230	71	70	1.4	67	62	7.8	30 - 130	30	
4-Nitroaniline	ND	230	73	76	4.0	72	65	10.2	30 - 130	30	
4-Nitrophenol	ND	230	69	65	6.0	63	57	10.0	30 - 130	30	
Acenaphthene	ND	230	80	79	1.3	85	70	19.4	30 - 130	30	
Acenaphthylene	ND	130	74	74	0.0	70	62	12.1	30 - 130	30	
Acetophenone	ND	230	65	65	0.0	57	50	13.1	30 - 130	30	
Aniline	ND	330	66	66	0.0	52	48	8.0	30 - 130	30	
Anthracene	ND	230	79	78	1.3	88	69	24.2	30 - 130	30	
Benz(a)anthracene	ND	230	74	76	2.7	89	67	28.2	30 - 130	30	
Benzidine	ND	330	49	48	2.1	<10	<10	NC	30 - 130	30	m
Benzo(a)pyrene	ND	130	74	75	1.3	82	67	20.1	30 - 130	30	
Benzo(b)fluoranthene	ND	160	77	82	6.3	92	73	23.0	30 - 130	30	
Benzo(ghi)perylene	ND	230	72	74	2.7	68	56	19.4	30 - 130	30	
Benzo(k)fluoranthene	ND	230	78	78	0.0	84	71	16.8	30 - 130	30	
Benzoic Acid	ND	330	<10	<10	NC	35	30	15.4	30 - 130	30	l
Benzyl butyl phthalate	ND	230	73	72	1.4	69	63	9.1	30 - 130	30	
Bis(2-chloroethoxy)methane	ND	230	70	68	2.9	63	56	11.8	30 - 130	30	
Bis(2-chloroethyl)ether	ND	130	54	56	3.6	47	43	8.9	30 - 130	30	
Bis(2-chloroisopropyl)ether	ND	230	57	57	0.0	49	43	13.0	30 - 130	30	
Bis(2-ethylhexyl)phthalate	ND	230	74	72	2.7	70	64	9.0	30 - 130	30	
Carbazole	ND	230	80	79	1.3	82	71	14.4	30 - 130	30	
Chrysene	ND	230	76	78	2.6	91	70	26.1	30 - 130	30	
Dibenz(a,h)anthracene	ND	130	79	80	1.3	79	64	21.0	30 - 130	30	
Dibenzofuran	ND	230	75	74	1.3	75	66	12.8	30 - 130	30	
Diethyl phthalate	ND	230	75	76	1.3	73	67	8.6	30 - 130	30	
Dimethylphthalate	ND	230	72	72	0.0	69	63	9.1	30 - 130	30	
Di-n-butylphthalate	ND	670	76	76	0.0	70	64	9.0	30 - 130	30	
Di-n-octylphthalate	ND	230	73	71	2.8	66	59	11.2	30 - 130	30	
Fluoranthene	ND	230	77	78	1.3	113	72	44.3	30 - 130	30	r
Fluorene	ND	230	75	74	1.3	78	68	13.7	30 - 130	30	
Hexachlorobenzene	ND	130	75	74	1.3	75	69	8.3	30 - 130	30	
Hexachlorobutadiene	ND	230	67	64	4.6	61	54	12.2	30 - 130	30	
Hexachlorocyclopentadiene	ND	230	54	51	5.7	35	30	15.4	30 - 130	30	
Hexachloroethane	ND	130	57	56	1.8	50	44	12.8	30 - 130	30	
Indeno(1,2,3-cd)pyrene	ND	230	74	76	2.7	73	60	19.5	30 - 130	30	
Isophorone	ND	130	67	64	4.6	58	53	9.0	30 - 130	30	
Naphthalene	ND	230	69	66	4.4	64	57	11.6	30 - 130	30	
Nitrobenzene	ND	130	67	66	1.5	58	52	10.9	30 - 130	30	
N-Nitrosodimethylamine	ND	230	58	55	5.3	51	39	26.7	30 - 130	30	
N-Nitrosodi-n-propylamine	ND	130	71	68	4.3	58	53	9.0	30 - 130	30	
N-Nitrosodiphenylamine	ND	130	76	76	0.0	72	67	7.2	30 - 130	30	
Pentachloronitrobenzene	ND	230	75	76	1.3	73	67	8.6	30 - 130	30	
Pentachlorophenol	ND	230	72	66	8.7	83	72	14.2	30 - 130	30	
Phenanthrene	ND	130	78	77	1.3	116	78	39.2	30 - 130	30	r
Phenol	ND	230	77	76	1.3	66	58	12.9	30 - 130	30	
Pyrene	ND	230	79	79	0.0	105	73	36.0	30 - 130	30	r

## QA/QC Data

SDG I.D.: GCA03871

Parameter	BIK		LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
	Blank	RL								
Pyridine	ND	230	44	41	7.1	43	33	26.3	30 - 130	30
% 2,4,6-Tribromophenol	82	%	86	84	2.4	85	76	11.2	30 - 130	30
% 2-Fluorobiphenyl	80	%	78	77	1.3	74	66	11.4	30 - 130	30
% 2-Fluorophenol	66	%	72	71	1.4	60	51	16.2	30 - 130	30
% Nitrobenzene-d5	65	%	72	69	4.3	63	56	11.8	30 - 130	30
% Phenol-d5	69	%	78	78	0.0	68	60	12.5	30 - 130	30
% Terphenyl-d14	92	%	88	82	7.1	76	70	8.2	30 - 130	30

Comment:

Additional 8270 criteria: 20% of compounds can be outside of acceptance criteria as long as recovery is at least 10%. (Acid surrogates acceptance range for aqueous samples: 15-110%, for soils 30-130%)

QA/QC Batch 423664 (ug/Kg), QC Sample No: CA03872 10X (CA03871, CA03872)

### Polychlorinated Biphenyls - Soil

PCB-1016	ND	170	100	96	4.1	117	84	32.8	40 - 140	30	r
PCB-1221	ND	170							40 - 140	30	
PCB-1232	ND	170							40 - 140	30	
PCB-1242	ND	170							40 - 140	30	
PCB-1248	ND	170							40 - 140	30	
PCB-1254	ND	170							40 - 140	30	
PCB-1260	ND	170	104	107	2.8	123	92	28.8	40 - 140	30	
PCB-1262	ND	170							40 - 140	30	
PCB-1268	ND	170							40 - 140	30	
% DCBP (Surrogate Rec)	121	%	111	114	2.7	126	88	35.5	30 - 150	30	r
% TCMX (Surrogate Rec)	103	%	91	94	3.2	109	77	34.4	30 - 150	30	r

QA/QC Batch 423089 (ug/Kg), QC Sample No: CA03873 10X (CA03873, CA03874)

### Polychlorinated Biphenyls - Soil

PCB-1016	ND	170	98	105	6.9	62	96	43.0	40 - 140	30	r
PCB-1221	ND	170							40 - 140	30	
PCB-1232	ND	170							40 - 140	30	
PCB-1242	ND	170							40 - 140	30	
PCB-1248	ND	170							40 - 140	30	
PCB-1254	ND	170							40 - 140	30	
PCB-1260	ND	170	98	109	10.6	71	110	43.1	40 - 140	30	r
PCB-1262	ND	170							40 - 140	30	
PCB-1268	ND	170							40 - 140	30	
% DCBP (Surrogate Rec)	97	%	95	109	13.7	58	88	41.1	30 - 150	30	r
% TCMX (Surrogate Rec)	72	%	86	95	9.9	55	88	46.2	30 - 150	30	r

QA/QC Batch 423070 (ug/Kg), QC Sample No: CA04116 2X (CA03871, CA03872, CA03873, CA03874)

### Pesticides - Soil

4,4' -DDD	ND	1.7	84	82	2.4	80	84	4.9	40 - 140	30
4,4' -DDE	ND	1.7	79	78	1.3	NC	NC	NC	40 - 140	30
4,4' -DDT	ND	1.7	78	77	1.3	NC	NC	NC	40 - 140	30
a-BHC	ND	1.0	67	70	4.4	63	65	3.1	40 - 140	30
Alachlor	ND	3.3	NA	NA	NC	NA	NA	NC	40 - 140	30
Aldrin	ND	1.0	68	67	1.5	67	70	4.4	40 - 140	30
b-BHC	ND	1.0	73	73	0.0	75	79	5.2	40 - 140	30
Chlordane	ND	3.3	70	74	5.6	65	68	4.5	40 - 140	30
d-BHC	ND	3.3	72	75	4.1	62	64	3.2	40 - 140	30
Dieldrin	ND	1.0	70	69	1.4	63	68	7.6	40 - 140	30
Endosulfan I	ND	3.3	75	74	1.3	73	76	4.0	40 - 140	30
Endosulfan II	ND	3.3	83	79	4.9	67	73	8.6	40 - 140	30
Endosulfan sulfate	ND	3.3	80	78	2.5	61	66	7.9	40 - 140	30

## QA/QC Data

SDG I.D.: GCA03871

Parameter	Blank		LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
	Blank	BLK RL								
Endrin	ND	3.3	77	77	0.0	71	76	6.8	40 - 140	30
Endrin aldehyde	ND	3.3	80	80	0.0	56	62	10.2	40 - 140	30
Endrin ketone	ND	3.3	79	77	2.6	62	66	6.3	40 - 140	30
g-BHC	ND	1.0	67	67	0.0	60	63	4.9	40 - 140	30
Heptachlor	ND	3.3	70	83	17.0	70	72	2.8	40 - 140	30
Heptachlor epoxide	ND	3.3	74	85	13.8	68	73	7.1	40 - 140	30
Methoxychlor	ND	3.3	82	78	5.0	68	71	4.3	40 - 140	30
Toxaphene	ND	130	NA	NA	NC	NA	NA	NC	40 - 140	30
% DCBP	89	%	98	91	7.4	81	90	10.5	30 - 150	30
% TCMX	68	%	78	75	3.9	72	78	8.0	30 - 150	30

QA/QC Batch 423285 (ug/kg), QC Sample No: CA04220 (CA03871, CA03872, CA03873, CA03874)

### Volatiles - Soil

1,1,1,2-Tetrachloroethane	ND	5.0	94	91	3.2	91	87	4.5	70 - 130	30
1,1,1-Trichloroethane	ND	5.0	93	90	3.3	90	86	4.5	70 - 130	30
1,1,2,2-Tetrachloroethane	ND	3.0	85	83	2.4	90	86	4.5	70 - 130	30
1,1,2-Trichloroethane	ND	5.0	87	88	1.1	90	86	4.5	70 - 130	30
1,1-Dichloroethane	ND	5.0	90	86	4.5	91	89	2.2	70 - 130	30
1,1-Dichloroethene	ND	5.0	94	93	1.1	97	93	4.2	70 - 130	30
1,1-Dichloropropene	ND	5.0	93	91	2.2	96	93	3.2	70 - 130	30
1,2,3-Trichlorobenzene	ND	5.0	92	89	3.3	96	93	3.2	70 - 130	30
1,2,3-Trichloropropane	ND	5.0	81	78	3.8	83	80	3.7	70 - 130	30
1,2,4-Trichlorobenzene	ND	5.0	94	88	6.6	96	93	3.2	70 - 130	30
1,2,4-Trimethylbenzene	ND	1.0	87	84	3.5	90	87	3.4	70 - 130	30
1,2-Dibromo-3-chloropropane	ND	5.0	92	86	6.7	102	95	7.1	70 - 130	30
1,2-Dibromoethane	ND	5.0	92	89	3.3	90	88	2.2	70 - 130	30
1,2-Dichlorobenzene	ND	5.0	87	83	4.7	90	88	2.2	70 - 130	30
1,2-Dichloroethane	ND	5.0	87	84	3.5	87	83	4.7	70 - 130	30
1,2-Dichloropropane	ND	5.0	88	85	3.5	90	86	4.5	70 - 130	30
1,3,5-Trimethylbenzene	ND	1.0	87	84	3.5	90	87	3.4	70 - 130	30
1,3-Dichlorobenzene	ND	5.0	87	83	4.7	90	87	3.4	70 - 130	30
1,3-Dichloropropane	ND	5.0	88	86	2.3	89	87	2.3	70 - 130	30
1,4-Dichlorobenzene	ND	5.0	87	84	3.5	90	87	3.4	70 - 130	30
2,2-Dichloropropane	ND	5.0	101	101	0.0	95	93	2.1	70 - 130	30
2-Chlorotoluene	ND	5.0	87	83	4.7	90	86	4.5	70 - 130	30
2-Hexanone	ND	25	76	74	2.7	73	69	5.6	70 - 130	30
2-Isopropyltoluene	ND	5.0	90	88	2.2	92	89	3.3	70 - 130	30
4-Chlorotoluene	ND	5.0	87	82	5.9	90	87	3.4	70 - 130	30
4-Methyl-2-pentanone	ND	25	85	84	1.2	84	77	8.7	70 - 130	30
Acetone	ND	10	68	65	4.5	63	62	1.6	70 - 130	30
Acrylonitrile	ND	5.0	89	86	3.4	90	86	4.5	70 - 130	30
Benzene	ND	1.0	89	87	2.3	91	89	2.2	70 - 130	30
Bromobenzene	ND	5.0	87	86	1.2	91	87	4.5	70 - 130	30
Bromochloromethane	ND	5.0	91	86	5.6	92	90	2.2	70 - 130	30
Bromodichloromethane	ND	5.0	91	89	2.2	88	84	4.7	70 - 130	30
Bromoform	ND	5.0	96	94	2.1	87	84	3.5	70 - 130	30
Bromomethane	ND	5.0	103	101	2.0	83	87	4.7	70 - 130	30
Carbon Disulfide	ND	5.0	99	95	4.1	95	93	2.1	70 - 130	30
Carbon tetrachloride	ND	5.0	93	92	1.1	83	81	2.4	70 - 130	30
Chlorobenzene	ND	5.0	89	87	2.3	92	89	3.3	70 - 130	30
Chloroethane	ND	5.0	93	91	2.2	40	38	5.1	70 - 130	30
Chloroform	ND	5.0	89	86	3.4	89	87	2.3	70 - 130	30
Chloromethane	ND	5.0	82	80	2.5	89	85	4.6	70 - 130	30

QA/QC Data

SDG I.D.: GCA03871

Parameter	Blk		LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
	Blank	RL								
cis-1,2-Dichloroethene	ND	5.0	90	88	2.2	93	90	3.3	70 - 130	30
cis-1,3-Dichloropropene	ND	5.0	91	89	2.2	89	86	3.4	70 - 130	30
Dibromochloromethane	ND	3.0	96	95	1.0	93	89	4.4	70 - 130	30
Dibromomethane	ND	5.0	87	84	3.5	87	83	4.7	70 - 130	30
Dichlorodifluoromethane	ND	5.0	96	94	2.1	100	97	3.0	70 - 130	30
Ethylbenzene	ND	1.0	92	89	3.3	93	91	2.2	70 - 130	30
Hexachlorobutadiene	ND	5.0	94	90	4.3	100	95	5.1	70 - 130	30
Isopropylbenzene	ND	1.0	85	84	1.2	91	87	4.5	70 - 130	30
m&p-Xylene	ND	2.0	91	89	2.2	93	92	1.1	70 - 130	30
Methyl ethyl ketone	ND	5.0	75	73	2.7	73	71	2.8	70 - 130	30
Methyl t-butyl ether (MTBE)	ND	1.0	95	91	4.3	102	98	4.0	70 - 130	30
Methylene chloride	ND	5.0	92	90	2.2	95	92	3.2	70 - 130	30
Naphthalene	ND	5.0	91	88	3.4	95	93	2.1	70 - 130	30
n-Butylbenzene	ND	1.0	89	86	3.4	92	90	2.2	70 - 130	30
n-Propylbenzene	ND	1.0	87	84	3.5	91	88	3.4	70 - 130	30
o-Xylene	ND	2.0	90	89	1.1	95	92	3.2	70 - 130	30
p-Isopropyltoluene	ND	1.0	89	86	3.4	92	89	3.3	70 - 130	30
sec-Butylbenzene	ND	1.0	90	87	3.4	93	91	2.2	70 - 130	30
Styrene	ND	5.0	91	89	2.2	94	92	2.2	70 - 130	30
tert-Butylbenzene	ND	1.0	87	84	3.5	89	86	3.4	70 - 130	30
Tetrachloroethene	ND	5.0	93	91	2.2	95	92	3.2	70 - 130	30
Tetrahydrofuran (THF)	ND	5.0	86	83	3.6	83	79	4.9	70 - 130	30
Toluene	ND	1.0	90	89	1.1	93	91	2.2	70 - 130	30
trans-1,2-Dichloroethene	ND	5.0	99	94	5.2	100	97	3.0	70 - 130	30
trans-1,3-Dichloropropene	ND	5.0	93	90	3.3	87	84	3.5	70 - 130	30
trans-1,4-dichloro-2-butene	ND	5.0	102	99	3.0	91	88	3.4	70 - 130	30
Trichloroethene	ND	5.0	91	90	1.1	94	91	3.2	70 - 130	30
Trichlorofluoromethane	ND	5.0	90	88	2.2	28	27	3.6	70 - 130	30 m
Trichlorotrifluoroethane	ND	5.0	99	96	3.1	99	92	7.3	70 - 130	30
Vinyl chloride	ND	5.0	90	87	3.4	94	91	3.2	70 - 130	30
% 1,2-dichlorobenzene-d4	101	%	100	99	1.0	100	100	0.0	70 - 130	30
% Bromofluorobenzene	101	%	101	100	1.0	99	101	2.0	70 - 130	30
% Dibromofluoromethane	104	%	108	107	0.9	102	100	2.0	70 - 130	30
% Toluene-d8	98	%	99	99	0.0	99	98	1.0	70 - 130	30

Comment:

Additional 8260 criteria: 10% of LCS/LCSD compounds can be outside of acceptance criteria as long as recovery is 40-160%.

l = This parameter is outside laboratory LCS/LCSD specified recovery limits.

m = This parameter is outside laboratory MS/MSD specified recovery limits.

r = This parameter is outside laboratory RPD specified recovery limits.

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference

LCS - Laboratory Control Sample


LCSD - Laboratory Control Sample Duplicate

MS - Matrix Spike

MS Dup - Matrix Spike Duplicate

NC - No Criteria

Intf - Interference

  
 Phyllis Shiller, Laboratory Director  
 March 28, 2018

Wednesday, March 28, 2018

Criteria: CT: GAM, GBM, I/C, RC

State: CT

# Sample Criteria Exceedances Report

## GCA03871 - NOBIS

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL	Analysis Units
CA03871	TCLP-PB	TCLP Lead	CT / RSR GA,GAA (mg/l) TCLP / Inorganic/PCB	0.262	0.010	0.015	0.015	mg/L
CA03871	TCLP-PB	TCLP Lead	CT / RSR GB (mg/l) TCLP / Inorganic/PCB	0.262	0.010	0.15	0.15	mg/L
CA03872	\$PEST_SMR	4,4'-DDT	CT / RSR GA,GAA (mg/kg) / APS Organics	10	7.6	3	3	ug/Kg
CA03872	TCLP-PB	TCLP Lead	CT / RSR GA,GAA (mg/l) TCLP / Inorganic/PCB	0.352	0.010	0.015	0.015	mg/L
CA03872	TCLP-PB	TCLP Lead	CT / RSR GB (mg/l) TCLP / Inorganic/PCB	0.352	0.010	0.15	0.15	mg/L
CA03873	TCLP-PB	TCLP Lead	CT / RSR GA,GAA (mg/l) TCLP / Inorganic/PCB	0.343	0.010	0.015	0.015	mg/L
CA03873	TCLP-PB	TCLP Lead	CT / RSR GB (mg/l) TCLP / Inorganic/PCB	0.343	0.010	0.15	0.15	mg/L
CA03874	\$PCB_SOXR	PCB-1260	CT / Requested PCB RL /	2600	390	1000	1000	ug/Kg
CA03874	\$PCB_SOXR	PCB-1260	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	2600	390	1000	1000	ug/Kg
CA03874	\$PEST_SMR	4,4'-DDE	CT / RSR GA,GAA (mg/kg) / APS Organics	ND	7.0	3	3	ug/Kg
CA03874	\$PEST_SMR	4,4'-DDD	CT / RSR GA,GAA (mg/kg) / APS Organics	ND	10	3	3	ug/Kg
CA03874	\$PEST_SMR	Dieldrin	CT / RSR GA,GAA (mg/kg) / Pesticides/TPH	ND	20	7	7	ug/Kg
CA03874	\$PEST_SMR	Dieldrin	CT / RSR GB (mg/kg) / Pesticides/TPH	ND	20	7	7	ug/Kg
CA03874	TCLP-PB	TCLP Lead	CT / RSR GA,GAA (mg/l) TCLP / Inorganic/PCB	0.459	0.010	0.015	0.015	mg/L
CA03874	TCLP-PB	TCLP Lead	CT / RSR GB (mg/l) TCLP / Inorganic/PCB	0.459	0.010	0.15	0.15	mg/L

Phoenix Laboratories does not assume responsibility for the data contained in this report. It is provided as an additional tool to identify requested criteria exceedances. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedance information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.



## REASONABLE CONFIDENCE PROTOCOL LABORATORY ANALYSIS QA/QC CERTIFICATION FORM

**Laboratory Name:** Phoenix Environmental Labs, Inc.      **Client:** Nobis Engineering, Inc

**Project Location:** PARCEL C, 58 MAPLE ST., NEWINGT      **Project Number:**

**Laboratory Sample ID(s):** CA03871-CA03874      **Sampling Date(s):** 3/15/2018

**List RCP Methods Used (e.g., 8260, 8270, et cetera)**      1311/1312, 6010, 7470/7471, 8081, 8082, 8151, 8260, 8270, ETPH

<b>1</b>	For each analytical method referenced in this laboratory report package, were all specified QA/QC performance criteria followed, including the requirement to explain any criteria falling outside of acceptable guidelines, as specified in the CT DEP method-specific Reasonable Confidence Protocol documents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>1A</b>	Were the method specified preservation and holding time requirements met?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>1B</b>	<u><i>VPH and EPH methods only:</i></u> Was the VPH or EPH method conducted without significant modifications (see section 11.3 of respective RCP methods)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
<b>2</b>	Were all samples received by the laboratory in a condition consistent with that described on the associated Chain-of-Custody document(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>3</b>	Were samples received at an appropriate temperature (< 6 Degrees C)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>4</b>	Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? See Sections: Herbicide Narration, PCB Narration, SVOA Narration, VOA Narration.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5</b>	a) Were reporting limits specified or referenced on the chain-of-custody?  b) Were these reporting limits met?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>6</b>	For each analytical method referenced in this laboratory report package, were results reported for all constituents identified in the method-specific analyte lists presented in the Reasonable Confidence Protocol documents?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>7</b>	Are project-specific matrix spikes and laboratory duplicates included in the data set?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Notes: For all questions to which the response was "No" (with the exception of question #7), additional information must be provided in an attached narrative. If the answer to question #1, #1A or 1B is "No", the data package does not meet the requirements for "Reasonable Confidence". This form may not be altered and all questions must be answered.

**I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete.**

**Authorized Signature:** Rashmi Makol      **Position:** Project Manager

**Printed Name:** Rashmi Makol      **Date:** Wednesday, March 28, 2018

**Name of Laboratory** Phoenix Environmental Labs, Inc.

**This certification form is to be used for RCP methods only.**



**Environmental Laboratories, Inc.**  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## RCP Certification Report

March 28, 2018

SDG I.D.: GCA03871

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### SDG Comments

#### Metals Analysis:

The client requested a shorter list of elements than the 6010 RCP list. Only the RCRA 8 Metals are reported as requested on the chain of custody.

#### CA03874 Pesticide Comment:

Due to matrix interference caused by the presence of PCBs in the sample, an elevated RL was reported for the affected compounds

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### ETPH Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

#### Instrument:

AU-FID11 03/19/18-1 Jeff Bucko, Chemist 03/19/18

CA03873, CA03874

The initial calibration (ETPH216I) RSD for the compound list was less than 30% except for the following compounds: None.

The continuing calibration %D for the compound list was less than 30% except for the following compounds:None.

AU-FID21 03/16/18-1 Jeff Bucko, Chemist 03/16/18

CA03871, CA03872

The initial calibration (ETPH307I) RSD for the compound list was less than 30% except for the following compounds: None.

The continuing calibration %D for the compound list was less than 30% except for the following compounds:None.

#### QC (Site Specific):

##### Batch 423072 (CA03871)

CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 60 - 120 with the following exceptions: None.

All LCSD recoveries were within 60 - 120 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

All MS recoveries were within 50 - 150 with the following exceptions: None.

All MSD recoveries were within 50 - 150 with the following exceptions: None.

All MS/MSD RPDs were less than 30% with the following exceptions: None.

Additional surrogate criteria: LCS acceptance range is 60-120% MS acceptance range 50-150%. The ETPH/DRO LCS has been normalized based on the alkane calibration.

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### Herbicide Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? No.

**QC Batch 423063 (Samples: CA03871, CA03872, CA03873, CA03874): ----**

**The LCS and/or the LCSD recovery is below the method criteria. All of the other QC is acceptable, therefore no significant bias is suspected. (2,4,5-T, 2,4,5-TP (Silvex), 2,4-DB, Dichloroprop, Dinoseb)**

#### Instrument:

AU-ECD12 03/19/18-1 Carol Wohlmuth, Chemist 03/19/18

CA03871, CA03872, CA03873, CA03874





**Environmental Laboratories, Inc.**  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## RCP Certification Report

March 28, 2018

SDG I.D.: GCA03871

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### **Herbicide Narration**

The initial calibration (HRB315AI) RSD for the compound list was less than 20% except for the following compounds: None.  
The initial calibration (HRB315BI) RSD for the compound list was less than 20% except for the following compounds: None.  
The continuing calibration %D for the compound list was less than 15% except for the following compounds:None.

#### **QC (Batch Specific):**

##### **Batch 423063 (CA03697)**

CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 40 - 140 with the following exceptions: 2,4,5-T(32%), 2,4,5-TP (Silvex)(23%), 2,4-DB(17%), Dichloroprop(37%), Dinoseb(17%)

Some compound recoveries in the LCS were below acceptance criteria; other QC was within criteria. Samples with poor surrogate recoveries were re-extracted.

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### **Mercury Narration**

Were all QA/QC performance criteria specified in the analytical method achieved? Yes.

#### **Instrument:**

**MERLIN 03/19/18 08:10** Rick Schweitzer, Chemist 03/19/18

CA03871, CA03872, CA03873, CA03874

The method preparation blank contains all of the acids and reagents as the samples; the instrument blanks do not.

The initial calibration met all criteria including a standard run at or below the reporting level.

All calibration verification standards (ICV, CCV) met criteria.

All calibration blank verification standards (ICB, CCB) met criteria.

The matrix spike sample is used to identify spectral interference for each batch of samples, if within 85-115%, no interference is observed and no further action is taken.

The following Initial Calibration Verification (ICV) compounds did not meet criteria: None.

The following Continuing Calibration Verification (CCV) compounds did not meet criteria: None.

#### **QC (Batch Specific):**

##### **Batch 423157 (CA03124)**

CA03871, CA03872

All LCS recoveries were within 70 - 130 with the following exceptions: None.

All LCSD recoveries were within 70 - 130 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%. MS acceptance range is 75-125%.

##### **Batch 423158 (CA04291)**

CA03873, CA03874

All LCS recoveries were within 70 - 130 with the following exceptions: None.

All LCSD recoveries were within 70 - 130 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%. MS acceptance range is 75-125%.

##### **Batch 423160 (CA04015)**

CA03871, CA03872, CA03873, CA03874



**Environmental Laboratories, Inc.**  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## Certification Report

March 28, 2018

SDG I.D.: GCA03871

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### **Mercury Narration**

All LCS recoveries were within 80 - 120 with the following exceptions: None.  
Additional Mercury criteria: LCS acceptance range for waters is 80-120% and for soils is 70-130%. MS acceptance range is 75-125%.

---

### **ICP Metals Narration**

Were all QA/QC performance criteria specified in the analytical method achieved? Yes.

#### **Instrument:**

**ARCOS 03/16/18 16:21** Emily Kolominskaya, Mike Arsenault, Phyllis Shiller, Chemist  
CA03871, CA03872, CA03873, CA03874

Additional criteria for CCV and ICSAB:

Sodium and Potassium are poor performing elements, the laboratory's in-house limits are 85-115% (CCV) and 70-130% (ICSAB). The linear range is defined daily by the calibration range.

The following Initial Calibration Verification (ICV) compounds did not meet criteria: None.

The following Continuing Calibration Verification (CCV) compounds did not meet criteria: None.

The following ICP Interference Check (ICSAB) compounds did not meet criteria: None.

**ARCOS 03/19/18 07:14** Emily Kolominskaya, Mike Arsenault, Phyllis Shiller, Chemist  
CA03871, CA03872, CA03873, CA03874

Additional criteria for CCV and ICSAB:

Sodium and Potassium are poor performing elements, the laboratory's in-house limits are 85-115% (CCV) and 70-130% (ICSAB). The linear range is defined daily by the calibration range.

The following Initial Calibration Verification (ICV) compounds did not meet criteria: None.

The following Continuing Calibration Verification (CCV) compounds did not meet criteria: None.

The following ICP Interference Check (ICSAB) compounds did not meet criteria: None.

**ARCOS 03/20/18 10:24** Emily Kolominskaya, Mike Arsenault, Phyllis Shiller, Chemist  
CA03871, CA03872, CA03873, CA03874

Additional criteria for CCV and ICSAB:

Sodium and Potassium are poor performing elements, the laboratory's in-house limits are 85-115% (CCV) and 70-130% (ICSAB). The linear range is defined daily by the calibration range.

The following Initial Calibration Verification (ICV) compounds did not meet criteria: None.

The following Continuing Calibration Verification (CCV) compounds did not meet criteria: None.

The following ICP Interference Check (ICSAB) compounds did not meet criteria: None.

#### **QC (Batch Specific):**

##### **Batch 423095 (CA04273)**

CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 75 - 125 with the following exceptions: None.

#### **QC (Site Specific):**

##### **Batch 423163 (CA03871)**

CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 75 - 125 with the following exceptions: None.

All MS recoveries were within 75 - 125 with the following exceptions: None.



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## RCP Certification Report

March 28, 2018

SDG I.D.: GCA03871

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### **PCB Narration**

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? No.

**QC Batch 423089 (Samples: CA03873, CA03874): -----**

**The MS/MSD RPD exceeds the method criteria for one or more analytes, therefore there may be variability in the reported result. (PCB-1016, PCB-1260)**

**The MS/MSD RPD exceeds the method criteria for one or more surrogates, therefore there may be variability in the reported result. (% DCBP (Surrogate Rec), % TCMX (Surrogate Rec))**

**QC Batch 423664 (Samples: CA03871, CA03872): -----**

**The MS/MSD RPD exceeds the method criteria for one or more analytes, therefore there may be variability in the reported result. (PCB-1016)**

**The MS/MSD RPD exceeds the method criteria for one or more surrogates, therefore there may be variability in the reported result. (% DCBP (Surrogate Rec), % TCMX (Surrogate Rec))**

### **Instrument:**

**AU-ECD1 03/19/18-1**

Adam Werner, Chemist 03/19/18

CA03873, CA03874

The initial calibration (PC221AI) RSD for the compound list was less than 20% except for the following compounds: None.  
The initial calibration (PC221BI) RSD for the compound list was less than 20% except for the following compounds: None.  
The continuing calibration %D for the compound list was less than 15% except for the following compounds:None.

**AU-ECD6 03/23/18-1**

Adam Werner, Chemist 03/23/18

CA03871, CA03872

The initial calibration (PC228AI) RSD for the compound list was less than 20% except for the following compounds: PCB 1016 (23%)  
The initial calibration (PC228BI) RSD for the compound list was less than 20% except for the following compounds: PCB 1016 (19%), , , , , , , , , ,  
The continuing calibration %D for the compound list was less than 15% except for the following compounds:None.

### **QC (Site Specific):**

**Batch 423089 (CA03873)**

CA03873, CA03874

All LCS recoveries were within 40 - 140 with the following exceptions: None.  
All LCSD recoveries were within 40 - 140 with the following exceptions: None.  
All LCS/LCSD RPDs were less than 30% with the following exceptions: None.  
All MS recoveries were within 40 - 140 with the following exceptions: None.  
All MSD recoveries were within 40 - 140 with the following exceptions: None.  
All MS/MSD RPDs were less than 30% with the following exceptions: % DCBP (Surrogate Rec)(41.1%), % TCMX (Surrogate Rec)(46.2%), PCB-1016(43.0%), PCB-1260(43.1%)

**Batch 423664 (CA03872)**

CA03871, CA03872

All LCS recoveries were within 40 - 140 with the following exceptions: None.



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## RCP Certification Report

March 28, 2018

SDG I.D.: GCA03871

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### PCB Narration

All LCSD recoveries were within 40 - 140 with the following exceptions: None.  
All LCS/LCSD RPDs were less than 30% with the following exceptions: None.  
All MS recoveries were within 40 - 140 with the following exceptions: None.  
All MSD recoveries were within 40 - 140 with the following exceptions: None.  
All MS/MSD RPDs were less than 30% with the following exceptions: % DCBP (Surrogate Rec)(35.5%), % TCMX (Surrogate Rec)(34.4%), PCB-1016(32.8%)

---

### PEST Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

#### Instrument:

**AU-ECD4 03/19/18-1** Carol Wohlmuth, Chemist 03/19/18  
CA03871, CA03872, CA03873, CA03874

The initial calibration (PS314AI) RSD for the compound list was less than 20% except for the following compounds: None.  
The initial calibration (PS314BI) RSD for the compound list was less than 20% except for the following compounds: None.  
The Endrin and DDT breakdown does not exceed 15% except for the following compounds:None.  
The Endrin and DDT breakdown does not exceed the maximum of 20% except for the following compounds:None.  
The continuing calibration %D for the compound list was less than 20% except for the following compounds:None.

#### QC (Batch Specific):

**Batch 423070 (CA04116)**  
CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 40 - 140 with the following exceptions: None.  
All LCSD recoveries were within 40 - 140 with the following exceptions: None.  
All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

---

### SVOA Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? No.

**QC Batch 423065 (Samples: CA03871, CA03872, CA03873, CA03874): ----**

**One or more analytes is below the method criteria. A low bias for these analytes is possible. (2,4-Dinitrophenol, 4,6-Dinitro-2-methylphenol, Benzoic Acid)**

**The LCS/LCSD recovery is acceptable. One or more analytes in the site specific matrix spike recovery is below the method criteria, therefore a low bias is likely. (Benzidine)**

**The MS/MSD RPD exceeds the method criteria for one or more analytes, therefore there may be variability in the reported result. (Fluoranthene, Phenanthrene, Pyrene)**

#### Instrument:

**CHEM19 03/16/18-2** Keith Aloisa, Chemist 03/16/18  
CA03871, CA03872, CA03873, CA03874

The DDT breakdown and pentachlorophenol & benzidine peak tailing were evaluated in the DFTPP tune and were found to be in



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## RCP Certification Report

March 28, 2018

SDG I.D.: GCA03871

### SVOA Narration

control.

Initial Calibration Verification (CHEM19/SPLIT\_0309):

98% of target compounds met criteria.

The following compounds had %RSDs >20%: 2,4-Dinitrophenol 30% (20%), Hexachlorocyclopentadiene 31% (20%)

The following compounds did not meet recommended response factors: 2-Nitrophenol 0.089 (0.1), Hexachlorobenzene 0.094 (0.1)

The following compounds did not meet a minimum response factors: None.

Continuing Calibration Verification (CHEM19/0316\_19-SPLIT\_0309):

Internal standard areas were within 50 to 200% of the initial calibration with the following exceptions: None.

97% of target compounds met criteria.

The following compounds did not meet % deviation criteria: 2,4-Dinitrophenol 69%L (30%), 4,6-Dinitro-2-methylphenol 59%L (30%)

The following compounds did not meet maximum % deviations: 2,4-Dinitrophenol 69%L (40%), 4,6-Dinitro-2-methylphenol 59%L (40%)

The following compounds did not meet recommended response factors: 2-Nitrophenol 0.076 (0.1), Bis(2-chloroethyl)ether 0.696 (0.7), Hexachlorobenzene 0.086 (0.1)

The following compounds did not meet minimum response factors: None.

### QC (Site Specific):

#### Batch 423065 (CA03871)

CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 30 - 130 with the following exceptions: 2,4-Dinitrophenol(<10%), 4,6-Dinitro-2-methylphenol(13%), Benzoic Acid(<10%)

All LCSD recoveries were within 30 - 130 with the following exceptions: 2,4-Dinitrophenol(<10%), 4,6-Dinitro-2-methylphenol(13%), Benzoic Acid(<10%)

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

All MS recoveries were within 30 - 130 with the following exceptions: 2,4-Dinitrophenol(29%), Benzidine(<10%)

All MSD recoveries were within 30 - 130 with the following exceptions: Benzidine(<10%)

All MS/MSD RPDs were less than 30% with the following exceptions: Fluoranthene(44.3%), Phenanthrene(39.2%), Pyrene(36.0%)

A matrix effect is suspected when a MS/MSD recovery is outside of criteria. No further action is required if LCS/LCSD compounds are within criteria.

Additional 8270 criteria: 20% of compounds can be outside of acceptance criteria as long as recovery is at least 10%. (Acid surrogates acceptance range for aqueous samples: 15-110%, for soils 30-130%)

### VOA Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? No.

**QC Batch 423285 (Samples: CA03871, CA03872, CA03873, CA03874): -----**

**The QC recoveries for one or more analytes is below the method criteria. A slight low bias is likely. (Acetone)**

### Instrument:

CHEM26 03/18/18-1

Jane Li, Chemist 03/18/18

CA03871, CA03872, CA03873, CA03874



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## RCP Certification Report

March 28, 2018

SDG I.D.: GCA03871

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### **VOA Narration**

Initial Calibration Verification (CHEM26/VT-0315):

95% of target compounds met criteria.

The following compounds had %RSDs >20%: 2-Hexanone 23% (20%), Acetone 31% (20%), Methyl Ethyl Ketone 30% (20%)

The following compounds did not meet recommended response factors: None.

The following compounds did not meet a minimum response factors: None.

Continuing Calibration Verification (CHEM26/0318\_01-VT-0315):

Internal standard areas were within 50 to 200% of the initial calibration with the following exceptions: None.

100% of target compounds met criteria.

The following compounds did not meet % deviation criteria: None.

The following compounds did not meet maximum % deviations: None.

The following compounds did not meet recommended response factors: None.

The following compounds did not meet minimum response factors: None.

### **QC (Batch Specific):**

#### **Batch 423285 (CA04220)**

CA03871, CA03872, CA03873, CA03874

All LCS recoveries were within 70 - 130 with the following exceptions: Acetone(68%)

All LCSD recoveries were within 70 - 130 with the following exceptions: Acetone(65%)

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

Additional 8260 criteria: 10% of LCS/LCSD compounds can be outside of acceptance criteria as long as recovery is 40-160%.

---

### **Temperature Narration**

The samples were received at 2.8C with cooling initiated.

(Note acceptance criteria is above freezing up to 6°C)



587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040  
 Email: info@phoenixlabs.com Fax (860) 645-0823  
**Client Services (860) 645-8726**

**CHAIN OF CUSTODY RECORD**

Coolant: Yes  No   
 IPK  ICE   
 Temp 2.8 Pg of

Data Delivery:  
 Fax #:  
 Email: tcarr@nobiseng.com

Project P.O.: 90340.01  
 Project: Parcel C, 58 Maple Street, Naugatuck CT  
 Report to: tcarr@nobiseng.com  
 Invoice to: tcarr@nobiseng.com  
 Phone #: 203-232-1061  
 Fax #:

Customer: Nobis Engineering, Inc.  
 Address: 122 Church Street  
Naugatuck, CT 06770

Client Sample - Information - Identification  
 Samplers Signature: [Signature] Date: 3/15/18

Matrix Code:  
 DW=Drinking Water GW=Ground Water SW=Surface Water WW=Waste Water  
 RW=Raw Water SE=Sediment SL=Sludge S=Soil SD=Solid W=Wipe  
 OIL=Oil B=Bulk L=Liquid

PHOENIX ONLY SAMPLE #	Customer Sample Identification	Sample Matrix	Date Sampled:	Time Sampled
03871	A1-Stkpl-S-1	S	3/15/2018	3:09 P
03872	A1-Stkpl-S-2	S	3/15/2018	2:51 P
03873	A1-Stkpl-N-1	S	3/15/2018	3:23 P
03874	A1-Stkpl-N-2	S	3/15/2018	3:32 P

Analysis Request	Volatile Organic Compounds (2250)	Semi-Volatile Organic Compounds (2270)	Pesticides, Herbicides & PCBs (3041a)	Soil VOA Yals (1 method) (1 H2O)	GL Soil container ( ) oz	40 ml VOA Yalt (As is) (HCl)	PL Amber 1000ml (As is) (HCl)	PL H2SO4 (1250ml) (As is) (H2SO4)	PL HNO3 250ml	PL NaOH 250ml	Bacteria Bottle
X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X	X	X	X

This section MUST be completed with Bottle Quantities.

Relinquished by: [Signature]  
 Accepted by: [Signature]  
 Date: 3/16/18 Time: 8:44  
3/16/18 12:40

Comments, Special Requirements or Regulations:  
 DAS pricing requested - cannot Borough of Naugatuck  
 Samples frozen @ 4:55 pm

RI  Direct Exposure (Residential)  GW  Other

CI  RCP Cert  GW Protection  SW Protection  GA Mobility  GP Mobility  Residential DEC  I/C DEC  Other

MA  MCP Certification  GW-1  GW-2  GW-3  S-1  S-2  S-3  MWRA eSMART  Other

Data Format:  Excel  PDF  GIS/Key  EQUIS  Other

Data Package:  Tier II Checklist  Full Data Package\*  Phoenix Std Report  Other

\* SURCHARGE APPLIES

State where samples were collected: CT

Turnaround:  
 1 Day\*  2 Days\*  3 Days\*  Standard  Other  
 \* SURCHARGE APPLIES





**TABLE 1  
DISCRETE SOIL SAMPLING FOR PCBs  
PARCEL C  
58 MAPLE STREET  
NAUGATUCK, CT**

PCB Aroclor	Units	Remedial Standard		Discrete Sample Designation and Depth												
				A1 -	A2 -	A3 -	B1 -	B2 -	B3 -	C1 -	C111 -	C2 -	C3 -	D1 -	D2 -	D3 -
		I/C-DEC	R-DEC	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES	3 INCHES
PCB-1016	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1221	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1232	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1242	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1248	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1254	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1260	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	650	850	540	12,000	3,900	2,600	ND< 380	4,800	810	1,100
PCB-1262	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
PCB-1268	ug/Kg	10,000	1,000	ND< 370	ND< 390	ND< 390	ND< 360	ND< 360	ND< 370	ND< 3500	ND< 350	ND< 360	ND< 380	ND< 350	ND< 360	ND< 370
<b>TOTAL PCBs (ug/kg)</b>				ND< 370	ND< 390	ND< 390	650	850	540	12,000	3,900	2,600	ND< 380	4,800	810	1,100

**Legend:**

Result Detected 650  
Result Exceeds Criteria 2,600

**Notes:**

1. The samples were collected on April 13, 2018 and analyzed by Phoenix Environmental Laboratories of Manchester, CT. Soxhlet extraction was requested.



Tuesday, April 17, 2018

Attn: Timothy Carr, LEP  
Down To Earth, LLC  
122 Church Street  
Naugatuck, CT 06770

Project ID: PARCEL C SOUTH  
Sample ID#s: CA19973 - CA19985

This laboratory is in compliance with the NELAC requirements of procedures used except where indicated.

This report contains results for the parameters tested, under the sampling conditions described on the Chain Of Custody, as received by the laboratory. This report is incomplete unless all pages indicated in the pagination at the bottom of the page are included.

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

A scanned version of the COC form accompanies the analytical report and is an exact duplicate of the original.

If you have any questions concerning this testing, please do not hesitate to contact Phoenix Client Services at ext. 200.

Sincerely yours,

A handwritten signature in black ink that reads "Phyllis Shiller". The signature is written in a cursive style.

Phyllis/Shiller  
Laboratory Director

NELAC - #NY11301  
CT Lab Registration #PH-0618  
MA Lab Registration #M-CT007  
ME Lab Registration #CT-007  
NH Lab Registration #213693-A,B

NJ Lab Registration #CT-003  
NY Lab Registration #11301  
PA Lab Registration #68-03530  
RI Lab Registration #63  
UT Lab Registration #CT00007  
VT Lab Registration #VT11301



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

9:45  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19973

Project ID: PARCEL C SOUTH  
 Client ID: A1 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	90		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1221	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1232	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1242	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1248	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1254	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1260	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1262	ND	370	ug/Kg	5	04/17/18	AW	SW8082A
PCB-1268	ND	370	ug/Kg	5	04/17/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	140		%	5	04/17/18	AW	30 - 150 %
% TCMX	145		%	5	04/17/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.

This report must not be reproduced except in full as defined by the attached chain of custody.



**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

### Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

### Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

### Date

04/13/18  
 04/13/18

### Time

9:47  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19974

Project ID: PARCEL C SOUTH  
 Client ID: A2 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	84		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	390	ug/Kg	10	04/16/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	98		%	10	04/16/18	AW	30 - 150 %
% TCMX	99		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

9:49  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19975

Project ID: PARCEL C SOUTH  
 Client ID: A3 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	84		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	390	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	390	ug/Kg	10	04/16/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	101		%	10	04/16/18	AW	30 - 150 %
% TCMX	102		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
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RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**





Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:10  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19976

Project ID: PARCEL C SOUTH  
 Client ID: B1 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	91		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

**PCB (Soxhlet SW3540C)**

PCB-1016	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	650	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	360	ug/Kg	10	04/16/18	AW	SW8082A

**QA/QC Surrogates**

% DCBP	96		%	10	04/16/18	AW	30 - 150 %
% TCMX	89		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
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RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:13  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19977

Project ID: PARCEL C SOUTH  
 Client ID: B2 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	92		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

**PCB (Soxhlet SW3540C)**

PCB-1016	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	850	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	360	ug/Kg	10	04/16/18	AW	SW8082A

**QA/QC Surrogates**

% DCBP	106		%	10	04/16/18	AW	30 - 150 %
% TCMX	93		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:15  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19978

Project ID: PARCEL C SOUTH  
 Client ID: B3 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	88		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

**PCB (Soxhlet SW3540C)**

PCB-1016	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	540	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	370	ug/Kg	10	04/16/18	AW	SW8082A

**QA/QC Surrogates**

% DCBP	97		%	10	04/16/18	AW	30 - 150 %
% TCMX	88		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



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 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:00  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19979

Project ID: PARCEL C SOUTH  
 Client ID: C1 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	93		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

**PCB (Soxhlet SW3540C)**

PCB-1016	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1221	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1232	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1242	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1248	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1254	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1260	12000	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1262	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A
PCB-1268	ND	3500	ug/Kg	100	04/16/18	AW	SW8082A

**QA/QC Surrogates**

% DCBP	Diluted Out		%	100	04/16/18	AW	30 - 150 %
% TCMX	Diluted Out		%	100	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
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RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**





Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:00  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19980

Project ID: PARCEL C SOUTH  
 Client ID: C111 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	93		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1221	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1232	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1242	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1248	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1254	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1260	3900	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1262	ND	350	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1268	ND	350	ug/Kg	10	04/17/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	102		%	10	04/17/18	AW	30 - 150 %
% TCMX	97		%	10	04/17/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
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RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:03  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19981

Project ID: PARCEL C SOUTH  
 Client ID: C2 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	91		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

**PCB (Soxhlet SW3540C)**

PCB-1016	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1221	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1232	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1242	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1248	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1254	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1260	2600	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1262	ND	360	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1268	ND	360	ug/Kg	10	04/17/18	AW	SW8082A

**QA/QC Surrogates**

% DCBP	106		%	10	04/17/18	AW	30 - 150 %
% TCMX	105		%	10	04/17/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:06  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19982

Project ID: PARCEL C SOUTH  
 Client ID: C3 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	85		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1221	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1232	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1242	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1248	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1254	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1260	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1262	ND	380	ug/Kg	10	04/17/18	AW	SW8082A
PCB-1268	ND	380	ug/Kg	10	04/17/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	80		%	10	04/17/18	AW	30 - 150 %
% TCMX	72		%	10	04/17/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

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**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:22  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19983

Project ID: PARCEL C SOUTH  
 Client ID: D1 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	93		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	4800	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	350	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	350	ug/Kg	10	04/16/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	91		%	10	04/16/18	AW	30 - 150 %
% TCMX	83		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.

This report must not be reproduced except in full as defined by the attached chain of custody.



**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**





Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:25  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19984

Project ID: PARCEL C SOUTH  
 Client ID: D2 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	91		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

### PCB (Soxhlet SW3540C)

PCB-1016	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	810	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	360	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	360	ug/Kg	10	04/16/18	AW	SW8082A

### QA/QC Surrogates

% DCBP	142		%	10	04/16/18	AW	30 - 150 %
% TCMX	127		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.

This report must not be reproduced except in full as defined by the attached chain of custody.



**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# Analysis Report

April 17, 2018

FOR: Attn: Timothy Carr, LEP  
 Down To Earth, LLC  
 122 Church Street  
 Naugatuck, CT 06770

Sample Information

Matrix: SOIL  
 Location Code: DOWN  
 Rush Request: Standard  
 P.O.#:

Custody Information

Collected by:  
 Received by: LB  
 Analyzed by: see "By" below

Date

04/13/18  
 04/13/18

Time

10:27  
 15:58

## Laboratory Data

SDG ID: GCA19973  
 Phoenix ID: CA19985

Project ID: PARCEL C SOUTH  
 Client ID: D3 - 3 INCHES

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
Percent Solid	90		%		04/13/18	AP/JD	SW846-%Solid
Extraction for PCB	Completed				04/13/18	BX/AP/JD	SW3540C

**PCB (Soxhlet SW3540C)**

PCB-1016	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1221	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1232	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1242	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1248	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1254	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1260	1100	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1262	ND	370	ug/Kg	10	04/16/18	AW	SW8082A
PCB-1268	ND	370	ug/Kg	10	04/16/18	AW	SW8082A

**QA/QC Surrogates**

% DCBP	115		%	10	04/16/18	AW	30 - 150 %
% TCMX	103		%	10	04/16/18	AW	30 - 150 %

Parameter	Result	RL/ PQL	Units	Dilution	Date/Time	By	Reference
-----------	--------	------------	-------	----------	-----------	----	-----------

RL/PQL=Reporting/Practical Quantitation Level ND=Not Detected BRL=Below Reporting Level  
QA/QC Surrogates: Surrogates are compounds (preceded with a %) added by the lab to determine analysis efficiency. Surrogate results(%) listed in the report are not "detected" compounds.

**Comments:**

All soils, solids and sludges are reported on a dry weight basis unless otherwise noted in the sample comments.

If there are any questions regarding this data, please call Phoenix Client Services.

This report must not be reproduced except in full as defined by the attached chain of custody.



**Phyllis Shiller, Laboratory Director**

**April 17, 2018**

**Reviewed and Released by: Rashmi Makol, Project Manager**



Environmental Laboratories, Inc.  
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
 Tel. (860) 645-1102 Fax (860) 645-0823

# QA/QC Report

April 17, 2018

## QA/QC Data

SDG I.D.: GCA19973

Parameter	Blank	Blk RL	LCS %	LCSD %	LCS RPD	MS %	MSD %	MS RPD	% Rec Limits	% RPD Limits
-----------	-------	-----------	----------	-----------	------------	---------	----------	-----------	--------------------	--------------------

QA/QC Batch 426388 (ug/Kg), QC Sample No: CA17964 10X (CA19973, CA19974, CA19975, CA19976, CA19977, CA19978, CA19979, CA19980, CA19981, CA19982)

### Polychlorinated Biphenyls - Soil

PCB-1016	ND	170	96	89	7.6				40 - 140	30
PCB-1221	ND	170							40 - 140	30
PCB-1232	ND	170							40 - 140	30
PCB-1242	ND	170							40 - 140	30
PCB-1248	ND	170							40 - 140	30
PCB-1254	ND	170							40 - 140	30
PCB-1260	ND	170	104	101	2.9				40 - 140	30
PCB-1262	ND	170							40 - 140	30
PCB-1268	ND	170							40 - 140	30
% DCBP (Surrogate Rec)	118	%	116	108	7.1				30 - 150	30
% TCMX (Surrogate Rec)	110	%	107	90	17.3				30 - 150	30

Comment:

Due to PCB in the unspiked sample, MS/MSD could not be reported.

QA/QC Batch 426400 (ug/Kg), QC Sample No: CA19983 10X (CA19983, CA19984, CA19985)

### Polychlorinated Biphenyls - Soil

PCB-1016	ND	170	115	109	5.4				40 - 140	30
PCB-1221	ND	170							40 - 140	30
PCB-1232	ND	170							40 - 140	30
PCB-1242	ND	170							40 - 140	30
PCB-1248	ND	170							40 - 140	30
PCB-1254	ND	170							40 - 140	30
PCB-1260	ND	170	102	99	3.0				40 - 140	30
PCB-1262	ND	170							40 - 140	30
PCB-1268	ND	170							40 - 140	30
% DCBP (Surrogate Rec)	110	%	111	105	5.6				30 - 150	30
% TCMX (Surrogate Rec)	117	%	113	108	4.5				30 - 150	30

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference

LCS - Laboratory Control Sample


LCSD - Laboratory Control Sample Duplicate

MS - Matrix Spike

MS Dup - Matrix Spike Duplicate

NC - No Criteria

Inf - Interference

  
 Phyllis Shiller, Laboratory Director  
 April 17, 2018

Tuesday, April 17, 2018

# Sample Criteria Exceedances Report

Criteria: CT: GBM, I/C, RC

GCA19973 - DOWN

State: CT

SampNo	Acode	Phoenix Analyte	Criteria	Result	RL	Criteria	RL	Analysis Units
CA19979	\$PCB_SOXR	PCB-1260	CT / Requested PCB RL /	12000	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1221	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1232	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1242	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1248	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1254	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1016	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1262	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1268	CT / Requested PCB RL /	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1260	CT / RSR DEC I/C (mg/kg) / Pest/PCB/TPH	12000	3500	10000	10000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1248	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1016	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1221	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1232	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1260	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	12000	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1242	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1262	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1254	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19979	\$PCB_SOXR	PCB-1268	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	ND	3500	1000	1000	ug/Kg
CA19980	\$PCB_SOXR	PCB-1260	CT / Requested PCB RL /	3900	350	1000	1000	ug/Kg
CA19980	\$PCB_SOXR	PCB-1260	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	3900	350	1000	1000	ug/Kg
CA19981	\$PCB_SOXR	PCB-1260	CT / Requested PCB RL /	2600	360	1000	1000	ug/Kg
CA19981	\$PCB_SOXR	PCB-1260	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	2600	360	1000	1000	ug/Kg
CA19983	\$PCB_SOXR	PCB-1260	CT / Requested PCB RL /	4800	350	1000	1000	ug/Kg
CA19983	\$PCB_SOXR	PCB-1260	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	4800	350	1000	1000	ug/Kg
CA19985	\$PCB_SOXR	PCB-1260	CT / Requested PCB RL /	1100	370	1000	1000	ug/Kg
CA19985	\$PCB_SOXR	PCB-1260	CT / RSR DEC RES (mg/kg) / Pest/PCB/TPH	1100	370	1000	1000	ug/Kg

Phoenix Laboratories does not assume responsibility for the data contained in this report. It is provided as an additional tool to identify requested criteria exceedances. All efforts are made to ensure the accuracy of the data (obtained from appropriate agencies). A lack of exceedance information does not necessarily suggest conformance to the criteria. It is ultimately the site professional's responsibility to determine appropriate compliance.



## REASONABLE CONFIDENCE PROTOCOL LABORATORY ANALYSIS QA/QC CERTIFICATION FORM

**Laboratory Name:** Phoenix Environmental Labs, Inc.

**Client:** Down To Earth, LLC

**Project Location:** PARCEL C SOUTH

**Project Number:**

**Laboratory Sample ID(s):** CA19973-CA19985

**Sampling Date(s):** 4/13/2018

**List RCP Methods Used (e.g., 8260, 8270, et cetera)** 8082

<b>1</b>	For each analytical method referenced in this laboratory report package, were all specified QA/QC performance criteria followed, including the requirement to explain any criteria falling outside of acceptable guidelines, as specified in the CT DEP method-specific Reasonable Confidence Protocol documents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>1A</b>	Were the method specified preservation and holding time requirements met?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>1B</b>	<u><i>VPH and EPH methods only:</i></u> Was the VPH or EPH method conducted without significant modifications (see section 11.3 of respective RCP methods)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA
<b>2</b>	Were all samples received by the laboratory in a condition consistent with that described on the associated Chain-of-Custody document(s)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>3</b>	Were samples received at an appropriate temperature (< 6 Degrees C)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
<b>4</b>	Were all QA/QC performance criteria specified in the CTDEP Reasonable Confidence Protocol documents achieved?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>5</b>	a) Were reporting limits specified or referenced on the chain-of-custody?  b) Were these reporting limits met?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>6</b>	For each analytical method referenced in this laboratory report package, were results reported for all constituents identified in the method-specific analyte lists presented in the Reasonable Confidence Protocol documents?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>7</b>	Are project-specific matrix spikes and laboratory duplicates included in the data set?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Notes: For all questions to which the response was "No" (with the exception of question #7), additional information must be provided in an attached narrative. If the answer to question #1, #1A or 1B is "No", the data package does not meet the requirements for "Reasonable Confidence". This form may not be altered and all questions must be answered.

**I, the undersigned, attest under the pains and penalties of perjury that, to the best of my knowledge and belief and based upon my personal inquiry of those responsible for providing the information contained in this analytical report, such information is accurate and complete.**

**Authorized Signature:** Rashmi Makol **Position:** Project Manager

**Printed Name:** Rashmi Makol **Date:** Tuesday, April 17, 2018

**Name of Laboratory** Phoenix Environmental Labs, Inc.

**This certification form is to be used for RCP methods only.**



**Environmental Laboratories, Inc.**  
587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06045  
Tel. (860) 645-1102 Fax (860) 645-0823



## RCP Certification Report

April 17, 2018

SDG I.D.: GCA19973

---

### PCB Narration

Were all QA/QC performance criteria specified in the Reasonable Confidence Protocol documents achieved? Yes.

#### Instrument:

**AU-ECD5 04/16/18-1** Adam Werner, Chemist 04/16/18

CA19976, CA19977, CA19978, CA19983, CA19984, CA19985

The initial calibration (PC301AI) RSD for the compound list was less than 20% except for the following compounds: None.

The initial calibration (PC301BI) RSD for the compound list was less than 20% except for the following compounds: None.

The continuing calibration %D for the compound list was less than 15% except for the following compounds:None.

**AU-ECD8 04/16/18-1** Adam Werner, Chemist 04/16/18

CA19973, CA19974, CA19975, CA19979, CA19980, CA19981, CA19982

The initial calibration (PC321AI) RSD for the compound list was less than 20% except for the following compounds: None.

The initial calibration (PC321BI) RSD for the compound list was less than 20% except for the following compounds: None.

The continuing calibration %D for the compound list was less than 15% except for the following compounds:None.

#### QC (Batch Specific):

##### **Batch 426388 (CA17964)**

CA19973, CA19974, CA19975, CA19976, CA19977, CA19978, CA19979, CA19980, CA19981, CA19982

All LCS recoveries were within 40 - 140 with the following exceptions: None.

All LCSD recoveries were within 40 - 140 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

Due to PCB in the unspiked sample, MS/MSD could not be reported.

##### **Batch 426400 (CA19983)**

CA19983, CA19984, CA19985

All LCS recoveries were within 40 - 140 with the following exceptions: None.

All LCSD recoveries were within 40 - 140 with the following exceptions: None.

All LCS/LCSD RPDs were less than 30% with the following exceptions: None.

---

### Temperature Narration

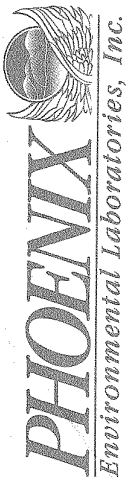
The samples were received at 2.1C with cooling initiated.

(Note acceptance criteria for relevant matrices is above freezing up to 6°C)



### CHAIN OF CUSTODY RECORD

587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040  
 Email: info@phoenixlabs.com Fax (860) 645-0823  
 Client Services (860) 645-8726



Customer: Down To Earth, LLC  
 Address: 172 Church St  
Naugatuck, CT 06770

Project: Paradise South  
 Report to: T Carr  
 Invoice to: T Carr  
 Phone #: 203-232-1041  
 Fax #:

Cooler: Yes  No   
 Coolant: IPK  ICE   
 Temp    °C    Pg    of   

Data Delivery:  
 Fax #:  
 Email: info@downtoearthconsulting.com

This section MUST be completed with Bottle Quantities.

PHOENIX USE ONLY SAMPLE #	Customer Sample Identification	Sample Matrix	Date Sampled	Time Sampled	Analysis Request
19973	A1/3"	S	4/13/18	0945	X
19974	A2/3"			0947	X
19975	A3/3"			0949	X
19976	B1/3"			1010	X
19977	B2/3"			1013	X
19978	B3/3"			1015	X
19979	C1/3"			1000	X
19980	C11/3"			1000	X
19981	C2/3"			1003	X
19982	C3/3"			1006	X

*Handwritten:* Samples for DAS (860) 645-8726

Relinquished by: Lotly Carr Accepted by: [Signature]

Date: 4/13/18 Time: 1445

RI:  Direct Exposure (Residential)  GW  Other

CT:  RCP Cert  GW Protection  SW Protection  GA Mobility  GB Mobility  Residential DEC  IC DEC  Other

MA:  MCP Certification  GW-1  GW-2  GW-3  S-1  S-2  S-3  MWRA eSMART  Other

Data Format:  Excel  PDF  GIS/Key  EQUIS  Other

Data Package:  Tier II Checklist  Full Data Package\*  Phoenix Std Report  Other

\* SURCHARGE APPLIES

State where samples were collected: CT

Turnaround:  1 Day\*  2 Days\*  3 Days\*  Standard  Other

\* SURCHARGE APPLIES

Comments, Special Requirements or Regulations:  
For the Borough of Naugatuck  
DAS rates requested  
For 3-11 sampling beneath parking area  
(A-3-D)

# CHAIN OF CUSTODY RECORD



587 East Middle Turnpike, P.O. Box 370, Manchester, CT 06040  
 Email: info@phoenixlabs.com Fax (860) 645-0823  
 Client Services (860) 645-8726

Cooler: Yes  No   
 IPK  ICE   
 Temp  $^{\circ}$ C Pg 2 of 2

Data Delivery:  
 Fax #:  
 Email: down2earth@earthconsulting.com

Customer: Down To Earth, LLC  
 Address: 172 Church Street  
Naugatuck, CT 06770

Project: Parish C South  
 Report to: T Carr  
 Invoice to: T Carr  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

Project P.O.:

This section MUST be completed with Bottle Quantities.

Sampler's Signature: John Carr Date: 4/13/2008

Analysis Request

SOIL VOA Vials [ methanol ] [ H2O ]  
 40 ml VOA Vial [ 150ml ] [ 150ml ] [ 150ml ] [ 150ml ]  
 GL Amber 1000ml [ 150ml ] [ 150ml ] [ 150ml ] [ 150ml ]  
 PL H2SO4 [ 250ml ] [ 250ml ] [ 250ml ] [ 250ml ]  
 PL HNO3 250ml [ 250ml ] [ 250ml ] [ 250ml ] [ 250ml ]  
 Bacteria (as ts) [ 1000ml ] [ 1000ml ]  
 Bacteria (witho) [ 1000ml ] [ 1000ml ]

TRBS (808-107-5017)

Matrix Code:  
 DW=Drinking Water GW=Ground Water SW=Surface Water WW=Waste Water  
 RW=Raw Water SE=Sediment SL=Sludge S=Soil SD=Solid W=Wipe  
 OIL=Oil B=Bulk L=Liquid

PHOENIX USE ONLY SAMPLE #	Customer Sample Identification	Sample Matrix	Date Sampled	Time Sampled
19983	D1/3"	S	4/13/2008	1022 X
19984	D2/3"	↓	↓	1025 X
19985	D3/3"	↓	↓	1027 X

Relinquished by: John Carr  
 Accepted by: [Signature]

Date: 4/13/08 Time: 1445  
1558

RI  Direct Exposure (Residential)  GW  Other   
 CT  RCP Cert  GW Protection  SW Protection  GA Mobility  GB Mobility  Residential DEC  I/C DEC  Other   
 MA  MCP Certification  GW-1  GW-2  GW-3  S-1  S-2  S-3  MWRA eSMART  Other   
 Data Format:  Excel  PDF  GIS/Key  EQUIS  Other   
 Data Package:  Tier II Checklist  Full Data Package\*  Phoenix Std Report  Other

Comments, Special Requirements or Regulations:

See page 1 of 2

Turnaround:  
 1 Day\*  
 2 Days\*  
 3 Days\*  
 Standard  
 Other  
 \* SURCHARGE APPLIES

State where samples were collected: CT

\* SURCHARGE APPLIES

# **SECTION K**

## Prevailing Wage Rates



Opportunity \* Guidance \* Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

Project: Disposal Of Controlled Materials Contract No. 19-23

**Minimum Rates and Classifications  
for Heavy/Highway Construction**

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

ID#: H 26543

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

Project Number:

Project Town: Naugatuck

FAP Number:

State Number:

Project: Disposal Of Controlled Materials Contract No. 19-23

<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	34.72	32.15
2) Carpenters, Piledrivermen	33.53	25.66
2a) Diver Tenders	33.53	25.66

**As of:** Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

3) Divers	41.99	25.66
03a) Millwrights	34.04	26.09
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	51.00	21.80
4a) Painters: Brush and Roller	34.62	21.80
4b) Painters: Spray Only	36.62	21.80
4c) Painters: Steel Only	35.62	21.80
4d) Painters: Blast and Spray	37.62	21.80

*As of:* Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

4e) Painters: Tanks, Tower and Swing	36.62	21.80
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	39.62	27.25+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	43.62	32.06
----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.75	20.84
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.00	20.84

Project: Disposal Of Controlled Materials Contract No. 19-23

10) Group 3: Pipelayers	31.25	20.84
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.25	20.84
12) Group 5: Toxic waste removal (non-mechanical systems)	32.75	20.84
13) Group 6: Blasters	32.50	20.84
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.75	20.84
Group 8: Traffic control signalmen	18.00	20.84
Group 9: Hydraulic Drills	29.30	18.90

*As of:* Tuesday, September 17, 2019



Project: Disposal Of Controlled Materials Contract No. 19-23

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and  
Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.98	20.84 + a
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13b) Brakemen, Trackmen	32.01	20.84 + a
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----CLEANING, CONCRETE AND CAULKING TUNNEL----

14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
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15) Form Erectors	32.34	20.84 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL  
IN FREE AIR:----

*As of:* Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
17) Laborers Topside, Cage Tenders, Bellman	31.90	20.84 + a
18) Miners	32.98	20.84 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.47	20.84 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.27	20.84 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.29	20.84 + a

*As of:* Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

21) Mucking Machine Operator	40.06	20.84 + a
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----TRUCK DRIVERS----(\*see note below)

Two axle trucks	29.51	24.52 + a
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Three axle trucks; two axle ready mix	29.62	24.52 + a
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Three axle ready mix	29.67	24.52 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	29.72	24.52 + a
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Four axle ready-mix	29.77	24.52 + a
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*As of:* Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

Heavy duty trailer (40 tons and over)	29.98	24.52 + a
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.77	24.52 + a
----POWER EQUIPMENT OPERATORS----		
Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over, Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper)	39.48	24.80 + a

Project: Disposal Of Controlled Materials Contract No. 19-23

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	38.20	24.80 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	37.79	24.80 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	37.34	24.80 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	35.24	24.80 + a

Project: Disposal Of Controlled Materials Contract No. 19-23

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	35.24	24.80 + a
Group 12: Wellpoint Operator.	35.18	24.80 + a
Group 13: Compressor Battery Operator.	34.58	24.80 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	33.41	24.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a
Group 16: Maintenance Engineer/Oiler	32.32	24.80 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a

Project: Disposal Of Controlled Materials Contract No. 19-23

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	34.26	24.80 + a
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\*\*NOTE: SEE BELOW

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

20) Lineman, Cable Splicer, Technician	48.19	6.5% + 22.00
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21) Heavy Equipment Operator	42.26	6.5% + 19.88
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22) Equipment Operator, Tractor Trailer Driver, Material Men	40.96	6.5% + 19.21
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23) Driver Groundmen	26.50	6.5% + 9.00
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*As of:* Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

23a) Truck Driver	40.96	6.5% + 17.76
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---LINE CONSTRUCTION---

24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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Project: Disposal Of Controlled Materials Contract No. 19-23

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **\*\*See Laborers Group 5 and 7\*\***

*As of:*

Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

*Welders: Rate for craft to which welding is incidental.*

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

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

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

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

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

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

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

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

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

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

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

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

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

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

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

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

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

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

**As of:** Tuesday, September 17, 2019

Project: Disposal Of Controlled Materials Contract No. 19-23

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

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

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

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

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

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

*As of:* Tuesday, September 17, 2019

## STATUTE 31-55a

### - SPECIAL NOTICE -

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

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

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

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

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

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

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

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

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

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

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

# **Informational Bulletin**

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

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

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

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

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



November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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

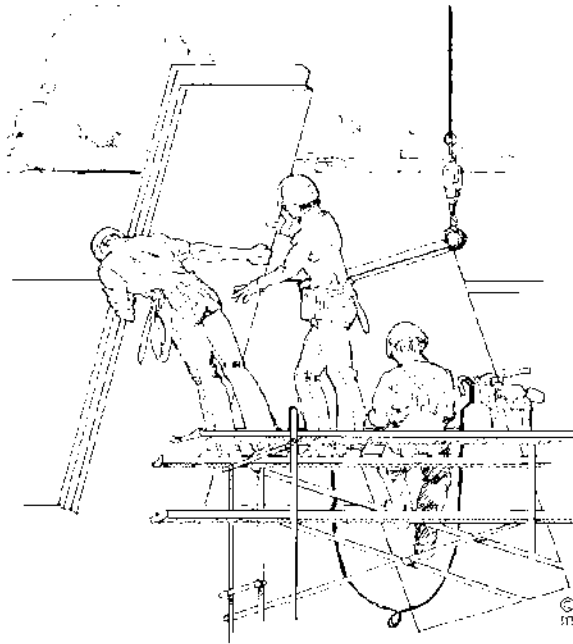
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

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



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

*CONTRACTING AGENCY CERTIFICATION FORM*

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

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

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

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

*CONTRACTOR INFORMATION*

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

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

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

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

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

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

\_\_\_\_\_  
Signed

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

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

Return to:

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

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

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_ 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_ 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

\_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Title)                      \_\_\_\_\_ Submitted on (Date)



[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL											
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389					WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09											
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
		DAY AND DATE							Total O/T Hours	FICA					FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER					
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH			F	S		TOTAL FRINGE BENEFIT PLAN CASH								
			Trade License Type & Number - OSHA 10 Certification Number	20	21	22	23	24	25	26												
HOURS WORKED EACH DAY																						
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8			S-TIME 40 Base Rate O-TIME Cash Fringe	\$ 30.75 \$ 8.82	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx	
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8			S-TIME 40 Base Rate O-TIME Cash Fringe	\$ 19.99 \$ 16.63	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						S-TIME 8 Base Rate O-TIME Cash Fringe	\$ \$	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx	
												S-TIME O-TIME Cash Fringe	\$ \$	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09  
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\*  
\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***



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

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **LABORER, CLEANING**

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

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

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

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

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

- **INSULATOR**

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

- **LABORERS**

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

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

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

- Painter's Rate

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

- Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

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

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

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

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

***For example:***

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

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

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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

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

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

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



# **SECTION L**

## CHRO Requirements

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

(Revised 09/3/15)

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

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

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

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

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INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

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

**PART 1 – Bidder Information**

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

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

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

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

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**Checklist for Contractors  
On Municipal Public Works Contracts  
Effective October 1st, 2015**

- Attend pre-bid meeting (if applicable)
- Discuss any parts of the contract that require special materials, equipment or installation that cannot be subcontracted (e.g. specialized medical equipment that can be installed by specific companies only)
- Complete [non-discrimination affidavit form](#) and submit to CHRO (email [Spencer.Hill@ct.gov](mailto:Spencer.Hill@ct.gov)) (This only needs to be done once every twelve months- [check contractor affidavit list](#))
- Submit bid documents (be sure to read CHRO language and set-aside requirements) (complete the [Notification to Bidders/Contract Compliance Monitoring Report](#) - which is included in the bid information - and return with your bid)

**Selected Contractor**

***For projects greater than \$50,000 but less than \$500,000 in state funds***

- Review award notice from municipality and follow instructions
  - If contractor has less than 50 employees submit a [Set-Aside Plan](#) to CHRO within 30 days of execution of contract
  - Contractors with 50 or more employees shall file an [Affirmative Action Plan](#) within 30 days of the execution of contract

***For projects equal to or greater than \$500,000 in state funds***

- Review the intent to award notice from municipality and follow instructions
  - Submit an Affirmative Action Plan to CHRO prior to award of contract
  - Receive approval of Affirmative Action Plan prior to award of contract

***Other filing requirements***

- Send a copy of a letter of transmittal to the municipality to confirm an Affirmative Action Plan or Set-Aside Plan was filed with CHRO
- [File monthly reports as required](#)
  - [Monthly Employment Utilization Report](#) (257/257a)
  - [Monthly SBE/MBE Status Report](#) (258/258a)
  - [Monthly Materials Consumption Report](#) (259)
  - [Cumulative Employment Utilization Report for end of project](#) (257b)
- Respond to request for closeout documents from CHRO, including, but not limited to:
  - [Final SBE/MBE Status Report](#) (258/258a)
  - Lien Waivers
  - Letter of Substantial Completion (when applicable)

## Instructions for Filing CHRO Reporting Forms

Please note, all reports filed with CHRO must have the original signature (blue ink preferred) and official title of the company's authorized agent. A copy must be sent to the Awarding Agency/CMR and a copy should be kept for your records.

Form 257	<p>Monthly Employment Utilization Report</p> <ul style="list-style-type: none"> <li>To be completed every month from the date that the project started.</li> <li>For the months employee(s) did not work on the project site, fill out one form for each month &amp; check the box located at the bottom of the form marked, "Did not perform work on this project for this month."</li> <li>The last month the employee(s) worked on the job (i.e. the month the company walked off the project site) please fill out a Form 257 &amp; write at the bottom of the form in <b>BIG BOLD</b> letters "<b>FINAL</b>".</li> </ul>
Form 257a	<p>Monthly Employment Utilization Report for non-trade workers on site (i.e. Bookkeeper, Project Manager, Receptionist)</p> <ul style="list-style-type: none"> <li>To be completed every month from the date that the project started <b>only if</b> "On Site Personnel (Other than Trade Workers)" worked on the job.</li> <li>Follow instructions above for Form 257 when a non-trade worker employee is on the site. If there are no non-trade worker employee(s) on the site, do not submit Form 257a.</li> </ul>
Form 257b	<p>Cumulative Employment Utilization Report</p> <ul style="list-style-type: none"> <li>The last month the employee(s) worked at the project site, please fill out a Form 257b (as well as the FINAL Form 257 mentioned above) &amp; write at the bottom of the form in <b>BIG BOLD</b> letters "<b>FINAL</b>".</li> <li>Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours from each of the Form 257's that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.</li> </ul>
Revised Forms 257 & 257b	<p>Punch List Items or Other Events</p> <ul style="list-style-type: none"> <li>If a sub returns to the job to do punch list items or other events after filling out FINAL filings, a Revised Final Form 257 for the months that they worked on the punch list items, as well as a Revised Form 257b must be filed.</li> <li>These revised reports should be marked in <b>BIG BOLD</b> letters "<b>REVISED MM/DD/YYYY.</b>"</li> </ul>
Form 258	<p>Quarterly Payment Status Report (project &gt; 12 months)</p> <ul style="list-style-type: none"> <li>Effective January 1, 2017, the Commission has suspended the use of Form 258 Quarterly Payment Status Report. Thereafter, only Form 258a Monthly Payment Status Report will be used for all projects, regardless of their duration. Going forward, all reporting requirements will be on a monthly basis. This measure is being implemented to facilitate the reporting requirements.</li> </ul>
Form 258a	<p>Monthly Payment Status Report</p> <ul style="list-style-type: none"> <li>Effective January 1, 2017, Form 258a Monthly Payment Status Report is required for all projects.</li> <li>If you are filling out a Form 258a for the last month of the project, write at the bottom of the form in <b>BIG BOLD</b> letters "<b>FINAL</b>".</li> </ul>
Form 259	<p>Monthly Materials Consumption Report</p> <ul style="list-style-type: none"> <li>Material/Service Supplier submits every month from the date that the project started until the final delivery of material/service.</li> <li>The officer of the company signs in the box that corresponds as to whether they "Did Supply Materials" that month or they "Did Not Supply Materials" that month.</li> <li>At the end of the last month in which the material/service provider provided material or service for this project, write at the bottom of the form in <b>BIG BOLD</b> letters "<b>FINAL</b>".</li> </ul>

Copies of CHRO reports can be obtained by logging onto [www.ct.gov/chro](http://www.ct.gov/chro) and go to "Forms" and select the required form under the second heading "Forms and Reports for Construction Workers."



## **SELF-PERFORMING MBEs MUST DEMONSTRATE GOOD FAITH EFFORTS TO EMPLOY OTHER MBEs AS SUBCONTRACTORS AND SUPPLIERS OF MATERIALS.**

Several features of contracting practices law point toward expecting self-performing minority business enterprises (MBE)<sup>1</sup> to follow the same rules that apply to other contractors. In the case of a minority contractor who self-performs, simply being an MBE would often be enough to comply with the law. All the contractor would need to do would be to “perform not less than thirty per cent of the work with the workforces of such contractor” and make sure “that not less than fifty per cent of the work be performed by contractors or subcontractors eligible for awards under” CONN. GEN. STAT. § 4a-60g(e).

Normally when goals are met we don’t look behind that and address good faith efforts. By meeting goals we assume the contractor’s efforts were good enough--that goal attainment speaks for itself. There are exceptions to this rule of course. We will consider good faith efforts despite goal attainment where we suspect a contractor was deceiving us, such as the company used was a sham or a contractor was not actually soliciting the entities it claimed to have solicited. A situation where an MBE self-performs presents another special circumstance where an inquiry into good faith efforts can be made. While no statute directly says as much, language in several statutes indirectly leads to this conclusion.

As an administrative agency, the CHRO doesn’t make law. We apply or enforce the law we’re given by the legislature. “In areas where the legislature has spoken...the primary responsibility for formulating public policy must remain with the legislature”. (Citation and internal quotation marks omitted.) Mayer v. Historic District Commission,

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<sup>1</sup> References to MBE include ethnic minority-owned businesses, women owned businesses and businesses owned by individuals with disabilities.

325 Conn. 765, 780 (2017). That policy resides in statutes. Thibodeau v. Design Group One Architects, LLC, 260 Conn. 691, 720 (2002).

In CONN. GEN. STAT. § 4a-60g(b) the legislature included an explanation for the set-aside program:

It is found and determined that there is a serious need to help small contractors, minority business enterprises, nonprofit organizations and individuals with disabilities to be considered for and awarded state contracts for the purchase of goods and services, public works contracts, municipal public works contracts and contracts for quasi-public agency projects. Accordingly, the necessity of awarding such contracts in compliance with the provisions of this section, sections 4a-60h to 4a-60j, inclusive, and sections 32-9i to 32-9p, inclusive, for advancement of the public benefit and good, is declared as a matter of legislative determination.

The legislature intended the set-aside program to have a broad reach. It considered the lack of MBE participation to be “serious”, and made compliance a “necessity” that would lead to a “public benefit and good”. One way to achieve that purpose is to help as many MBEs as possible and not to confine the program’s benefits to a few beneficiaries.

Some of this philosophy carries over into CONN. GEN. STAT. § 4a-60. CONN. GEN. STAT. § 4a-60(b) requires contractors to “make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.” Good faith efforts are not optional; the contractor “agrees and warrants” to make these efforts. Nothing here or elsewhere excludes MBEs, WBEs or DisBEs from the good faith requirement, and the CHRO can’t read in an exception that the legislature did not think right to provide by word or implication. Caulkins v. Petrillo, 200 Conn. 713, 719 (1986).

Further, as a remedial statute, any exception would have to be read narrowly. Fairchild Heights, Inc. v. Dickal, 305 Conn. 488, 502 (2012). Statutes under the CHRO’s

jurisdiction are remedial. Thames Talent, Ltd. v. CHRO, 265 Conn. 127, 138 (2003); CHRO v. Sullivan Associates, 250 Conn. 763, 782 (1999) (CT's housing statute). "The principles of statutory construction direct us to construe remedial statutes 'liberally in order to effectuate the legislature's intent.'" (Citations omitted.) Id.

Among other things, CONN. GEN. STAT. § 4a-60(f) defines "good faith efforts" to include the "contractor's employment and subcontracting policies, patterns and practices". Although the subsection (f) indicia of good faith are not exclusive, it would be anomalous to find a self-performing contractor satisfied its statutory responsibility to "make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials" when the contractor has in fact made no such efforts. Statutes are interpreted to produce a sensible result. Curry v. Alan S. Goodman, Inc., 286 Conn. 390, 412-13 (2008).

In the absence of clear statutory language, the best interpretation here is that CONN. GEN. STAT. § 4a-60 holds every contractor to the same obligation to employ MBEs as subcontractors and suppliers of materials and that the CHRO, in evaluating a contractor's good faith efforts, will consider a contractor's subcontracting policies, patterns and practices regardless of the contractor's MBE status. The lack of an exemption for MBEs and the legislature's expansive notions about the scope of the set-aside program both point in this direction.



# State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Central Office ~ 450 Columbus Boulevard, Hartford, CT 06103

*Promoting Equality and Justice for all People*

## Good Faith Efforts

How does the CHRO analyze a contractor's good faith efforts to solicit Small Business Enterprises (SBEs) and/or Minority Business Enterprises (MBEs)?

Remember - The goal is to use small businesses for at least 25% of the work and to use Department of Administrative Services (DAS) certified Connecticut businesses owned by women, minorities, and persons with disabilities for at least 6.25% of the work.

Here are the factors the CHRO looks at to determine whether a contractor has made a good faith effort to provide opportunities for DAS certified Connecticut small businesses to work on state funded projects.

- Has the contractor actually achieved its goal?
- If the contractor has failed to achieve its goals, the CHRO will evaluate whether the contractor has taken reasonable steps to achieve those goals. Evidence of taking reasonable steps to achieve the goals would include, but not be limited to, following the CHRO's best suggested practices such as:
  - Drawing from MBE/WBE/DisBE by consulting with various sources, including the State of Connecticut DAS Supplier Diversity Program (<http://www.biznet.ct.gov/SDSearch/SDSearch.aspx>);
  - Allowing minority and small businesses to competitively bid against each other by soliciting for the trades/materials/services, or provide an explanation as to why the trade/material/service was not solicited to SBE/MBE/WBE/DisBEs;
  - Using concise responses for bid results (avoid vague responses such as "did not bid" or "no response"; use responses to show follow-up);
  - Soliciting bids only from those subcontractors and/or vendors who can provide the trade/material service;

Main (860) 541-3400 ~ Fax (860) 246-5419

[www.ct.gov/chro](http://www.ct.gov/chro) ~ Toll Free in Connecticut (800) 477-5737 ~ TDD (860) 541-3459

Affirmative Action/Equal Opportunity Employer

- Including trades/materials/services within the company's bidding process or provide an explanation with reference as to why the trades/materials/services were not solicited to SBE/MBE/WBE/DisBEs;
  - Break larger jobs into smaller packages.
- The CHRO will also look for “red flags” that might show lack of good faith. These will be looked at on a case-by-case basis. These include, but are not limited to, the following:
    - Incomplete submissions;
    - Inaccurate submissions;
    - Submissions lack required specificity;
    - A Contractor Solicited but did not award any companies for a trade/material/service;
    - Soliciting from contractors that do not actually provide the good or service needed;
    - Soliciting from contractors that are geographically too far away from the project, making them unlikely to bid;
    - Trades/Materials/Services needed but never solicited for;
    - Listing contractors that were not actually solicited as solicited;
    - Awarding a contractor that wasn't solicited;
    - Unaccounted for contract money;
    - False submissions.



# State of Connecticut COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES

Central Office ~ 25 Sigourney Street, Hartford, CT 06106

*Promoting Equality and Justice for all People*

Effective January 1, 2015 a new temporary policy was put in to place to address the 2% retainage on Public Works projects. All requests must be made via email by the Requestor (Awarding Agency/Construction Manager at Risk) and sent to Kristen Daniels at [kristen.daniels@ct.gov](mailto:kristen.daniels@ct.gov). Due to the volume of requests, emails received from anyone other than the Requestor will not receive a response. Please be patient as we undoubtedly will receive numerous requests at one time. Thank you in advance for your patience and cooperation.

Dear Awarding Agency/CMR:

A temporary policy and practice related to the 2% retainage on Public Works' projects has been put into place while the Commission on Human Rights and Opportunities (CHRO) works diligently to eliminate its backlog. If an Affirmative Action/Set-Aside Plan has been timely submitted and the CHRO has not had an opportunity to fully review and approve, disapprove or conditionally approve an Affirmative Action Plan (AAP) or Set-Aside Plan (SAP) within 120 days, the following procedures will be utilized until further notice by CHRO:

1. Requestor should send an email to CHRO indicating the Requestor's Prime has a Plan that was submitted 120 days ago which has not been reviewed by the Commission. Further, the requestor should request a release of the 2% retainage.
  - a. For Projects considered a "\$20 Million Project", the Construction Manager at Risk (CMR) is the Requestor (a copy of the request should also be sent to the Awarding Agency)
  - b. For Projects over \$50,000 but not considered a "\$20 Million Project", the Awarding Agency is the Requestor
2. CHRO may issue written notification to the Awarding agency to release the 2% based on the Requestor's Prime agreeing to comply with all CHRO requests for documentation (including close-out documents, reporting, etc.) through the close-out of the project file at CHRO.
3. Once the written agreement by the Requestor's Prime has been received, CHRO will then notify the Awarding Agency to release the 2%.
4. The Awarding Agency may then release the 2%.

**NOTE 1:** It is expected that once released of the 2% retainage, the Requestor's Prime will also release the 2% retainage on all subcontractors who have completed their portion of the project (100%).

**NOTE 2:** There will be no file close-out at CHRO until all close-out documents, reporting, etc. have been received by CHRO.

Effective: January 1, 2015

**STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

**TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:**

Any contract this contractor has with the State of Connecticut or political subdivisions of the state, other than municipalities, shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE  
UNIT

450 Columbus Boulevard, Suite 2  
Hartford, CT 06103  
(860) 541-4709

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES  
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT



Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103	1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>	PROJECT AREA (MSA): _____ 2. EMPLOYERS FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
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GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report):	STATE AWARDING AGENCY:
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5. CONSTRUCTION TRADE (please identify)	CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES		10. TOTAL NUMBER OF MINORITY EMPLOYEES			
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE						7. MINORITY PERCENT	8. FEMALE PERCENT
		M	F	M	F	M	F	M	F	M	F						
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
	Journey Worker Apprentice Trainee SUB-TOTAL																
TOTAL JOURNEY WORKERS																	
TOTAL APPRENTICES																	
TOTAL TRAINEES																	
GRAND TOTAL																	

11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____
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Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)

Commission on Human Rights and Opportunities Contract Compliance Unit 450 Columbus Blvd Ste 2 Hartford CT 06103	1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257A)</i>	PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____												
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report):		STATE AWARDING AGENCY:												
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify          specific job title)</i>	6. WORK HOURS OF WORKERS <i>(OTHER THAN TRADE WORKERS)</i> EMPLOYED ON PROJECT								9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES						
	6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT	8. FEMALE PERCENT	M	F	M	F
	M	F	M	F	M	F	M	F	M	F			M	F	M	F
GRAND TOTAL WORKERS																
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE					12. TELEPHONE NUMBER (Including area code)					13. DATE SIGNED			PAGE _____ OF _____			