

CONTRACT DOCUMENTS
FOR
PROPOSED SCHOOL BUS PARKING FACILITY
109 FOUR MILE RIVER ROAD
OLD LYME, CT

NOVEMBER 2009

Prepared For:

Town of Old Lyme
52 Lyme Street
Old Lyme, CT 06371
Mr. Timothy C Griswold, First Selectman



ANCHOR
ENGINEERING SERVICES, INC.

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Glastonbury, CT 06033
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TAB A

Invitation to Bid

INVITATION TO BID

Proposed School Bus Parking Facility, 109 Four Mile River Road

The Town of Old Lyme Connecticut is soliciting sealed bids for the construction of a school bus parking facility at 109 Four Mile River Road in Old Lyme, CT. The proposed parking facility will be located along the eastern edge of the subject property which also contains the Old Lyme landfill to the east and existing transfer station to the north.

This project will generally include the following construction activities: the construction of a 1,100 square foot free-standing building, bituminous concrete bus & car parking areas and access drives, bituminous concrete curbing, stormwater management system consisting of new drainage collection, conveyance structures and subsurface storage, a precast block retaining wall, concrete sidewalks adjacent to the proposed building, landscaping and buffering, chain link fencing and gate, site lighting and utility connections, a subsurface sewage disposal system and installation, maintenance, and removal of sedimentation control measures (including silt fence, haybales, and anti-tracking pads).

The work described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the bid documents.

Sealed Bid Proposals will be received at the offices of the First Selectman of the Town of Old Lyme, CT, 52 Lyme Street, Old Lyme, CT 06371, until 2:00 p.m. prevailing time on December 23, 2009, when they will be opened publically.

One (1) copy of the Contract Documents will be available for review at the Office of the First Selectman, Town of Old Lyme, CT, Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., Additional copies of these Contract Documents may be obtained at the office of the First Selectman for a non-refundable fee of \$30.00 for each set. Please allow 1 business day for the additional copy to be produced.

A pre-bid meeting will be held at the site at 10:00 a.m. on December 2, 2009. Attendance is mandatory.

Bid security in the form of a surety bond, certified or bank check, or a letter of credit, payable to the Town of Old Lyme is required in the sum of 5 percent (5%) of the base Bid. Bid security shall be subject to the condition provided in the Standard Instructions to Bidders. Upon award of the contract, the successful bidder must furnish a Performance Bond and a Payment Bond equal to 100% of the contract price, in accordance with the Contract Documents.

No Bidder may withdraw his Bid for a period of sixty (60) days after the date of Bid opening.

The Town of Old Lyme reserves the right to accept or reject any or all Bids, or waive any technicality in any Bid or part thereof, if deemed to be in the best interest of The Town of Old Lyme.

Timothy C. Griswold, First Selectman

TAB B

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. PROJECT DESCRIPTION:

This project will generally consists of the following construction activities: maintenance and protection of traffic, clearing and grubbing, construction of a 1,100 square foot free-standing building, installation of bituminous concrete bus & car parking areas and access drives, bituminous concrete curbing, a stormwater management system consisting of new drainage collection, conveyance structures and subsurface storage, a precast concrete block retaining wall, concrete sidewalks adjacent to the proposed building, landscaping and buffering, chain link fencing and gate, site lighting and utility connections, a 2,000 gallon above ground fuel tank, bollards, site signage, pavement markings, a concrete dumpster pad and related fencing, a subsurface sewage disposal system and installation, maintenance, and removal of sedimentation control measures (including silt fence, haybales, and anti-tracking pads).

The work described above includes furnishing, installing and incorporating all materials and equipment into the project as well as performing or providing all labor, supervision, equipment and services unless otherwise noted within the bid documents.

2. GENERAL:

Sealed Bid Proposals will be received at the offices of the First Selectman of the Town of Old Lyme, CT, 52 Lyme Street, Old Lyme, CT 06371, until 2:00 p.m. prevailing time on December 23, 2009, when they will be opened publically.

All questions from prospective bidders must be submitted to the Town of Old Lyme no later than 3 PM on December 15, 2009. Questions after this time will not be responded to.

3. CONTRACT DOCUMENTS:

These Contract Documents include a complete set of Bidding Forms which are not to be detached from the Contract Documents, filled out or executed. For the convenience of the Bidders, separate copies of Bid Forms are furnished for that purpose. Division II Construction Details in the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, dated 2004 through Supplemental Specifications dated January 2009, which are incorporated herein and are referred to herein after at "Form 816," which is part of the contract, may be purchased from the CTDOT Manager of Contracts, P.O. Box 317546, 2800 Berlin Turnpike in Newington, CT 06131-7546.

4. BIDS:

Bid Documents shall be enclosed in a sealed envelope addressed to the Office of the Old Lyme First Selectman and clearly marked "**SEALED BID – PROPOSED SCHOOL BUS PARKING FACILITY, 109 FOUR MILE RIVER ROAD,**" along with the name of Bidder, date and time of Bid Opening in order to guard against premature opening of the Bid.

All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including "Instructions to Bidders." All Bids must be

regular in every respect; no interlineations, dittomarks, excisions or special conditions shall be made or included in the Bid Form by the Bidders.

The Owner may consider as irregular any Bid on which there are any omissions, alterations of form, additions not called for, conditional or alternate Bids, or irregularities of any kind and, at its option, may reject same. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given typed or printed in ink. If any price is omitted, the Bid may be rejected. The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or by a corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and also must show the post office address of the firm, partnership or corporation.

A Non-Collusion Affidavit shall be completed and returned with the submitted Bid. More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names will not be considered. Reasonable ground 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. Proposals in which the prices are obviously unbalanced may be rejected.

5. ADDENDA & INTERPRETATIONS:

Any request from a prospective Bidder for interpretation of meaning of Contract Drawings, Specifications or other Contract Documents shall be made in writing to the of Office of the Old Lyme First Selectman, 52 Lyme Street, Old Lyme, CT 06371 and to be given consideration must be received at least seven (7) days prior to date fixed for opening of proposals. Interpretations will be made in the form of written Addenda to Contract Documents, which Addenda shall become a part of the Contract. Such requests may be sent via facsimile (fax) to the Office of the Old Lyme First Selectman at (860) 434-1400. Not later than three (3) days prior to date fixed for opening of proposals, Addenda will be mailed or delivered to all parties recorded as having obtained Contract Documents. It is the responsibility of the bidder to verify that all Addenda have been received and incorporated into the submitted bid. Failure of any Bidder to receive any such Addenda shall not relieve Bidder from any obligations under his proposal as submitted. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. SITE CONDITIONS:

All information on the Drawings or in the contract Documents relating to subsurface conditions, utilities, and other structures is from best sources available at present to the Owner. All such information and drawings of existing construction are furnished only for the information and convenience of Bidders.

At the date fixed for opening of Bids, it will be presumed that each Bidder has made an examination of location and site of work to be done under Contract; has satisfied himself as to actual conditions, requirements and quantities of work; has considered federal, state and local laws and regulations that may affect cost, progress, performance or furnishing the Work; and has read and become thoroughly familiar with Contract Documents including Contract Drawings, Specifications, Addenda, and documents referenced therein.

The Owner and the Engineer assume no responsibility whatsoever with respect to ascertaining for the Contractor any facts concerning physical characteristics at the site of the project.

7. BIDDER'S QUALIFICATIONS:

The Owner shall make such investigation as deemed necessary to determine the ability of the Bidder to discharge his Contract. After Bid opening, Bidder shall be prepared to furnish the Owner with all written evidence as may be required for this purpose (e.g., financial data, previous experience, present commitments) within five (5) days after Owner requests such evidence. Each Bid must contain evidence of Bidder's qualification to do business in the State of Connecticut or covenant to obtain such qualification prior to award of the contract.

Bids received from Bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the Bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence and complete the work at the rate or time specified, and that he is not already obligated for the performance of other work which would delay the commencement, prosecution, or completion of the work.

8. MODIFICATION:

Any Bidder may modify his Bid at any time prior to the scheduled closing time for receipt of Bids, by submitting an appropriate document duly executed in a manner that Bid must be executed and delivered to the place where Bids are to be submitted. After opening of Bids, no Bidder may withdraw his proposal for a period of sixty (60) days. Owner may, in its sole discretion, release any Bid prior to that date.

9. REJECTION OF BIDS:

The Owner also reserves the right to reject any or all Bids, for any reason it deems advisable, and to award Contract or Contracts to any of the Bidders, regardless of amount of Bid. If the Contract is awarded, it will be awarded to the lowest responsible and eligible Bidder (or Bidders) possessing skill, ability and integrity necessary for faithful performance of work.

10. TIME OF COMPLETION & LIQUIDATED DAMAGES:

The Bidder must agree to fully complete all work within the number of consecutive calendar days of the issuance of the Notice to Proceed set forth in the Agreement. The Bidder must agree also to pay as liquidated damages the sum set forth in the Agreement for each consecutive calendar day thereafter.

11. AWARD OF CONTRACTS:

If the Contract is awarded, Owner will give successful Bidder a Notice of Award within sixty (60) days after the day of Bid opening. The successful Bidder shall then execute and deliver to the Owner, within ten (10) days after notification of the award, three (3) executed Agreements in the form provided by the Owner. If the successful Bidder fails to comply with the requirements of these documents within ten (10) days of receiving said Notice, that Bidder shall forfeit Bid

Security and, at the option of the Owner, the Award may become null and void. The Owner may then proceed to Award the Contract to another of the Bidders.

12. BID SECURITY:

Each Bid must be accompanied by a surety bond, certified or bank check, or a letter of credit, in the amount of 5% of the total of the Bid. Bid security of the successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after Bid opening, whereupon the Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days of Bid opening.

13. SCHEDULE OF VALUES:

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. A suggested format for the schedule of values is provided in the Bidding Documents; however, a completed preliminary schedule of values does **not** need to be submitted with the Bid. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Engineer, before the Agreement is executed.

14. SECURITY FOR FAITHFUL PERFORMANCE:

In addition to the Agreement, the successful Bidder shall also provide, within the time stipulated, a Construction Performance Bond by a company satisfactory to the Owner in an amount equal to One Hundred Percent (100%) of Estimated Total Contract Price recorded in the Proposal section of the Contract as executed, and a Construction Payment Bond in like amount will be required from the successful Bidder for faithful performance of the Contract.

TAB C

Forms

Bid Proposal

Non-Collusion Affidavit of Bidder
Agreement

Construction Performance Bond

Construction Payment Bond

BID PROPOSAL

PROJECT IDENTIFICATION:

Proposed School Bus Parking Facility, 109 Four Mile River Road
Old Lyme, Connecticut

THIS BID IS SUBMITTED TO:

Town of Old Lyme
52 Lyme Street
Old Lyme, CT 06371
Attention: Timothy C. Griswold, First Selectman

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.
4. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing

of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
9. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

CONTRACT LUMP SUM – ENTIRE PROJECT

Bidder will complete the Work in accordance with the Contract Documents for the following price:

_____ Dollars
(in words)

\$ _____
(in numbers)

10. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Article 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
11. Bidder accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the times specified in the Agreement.
12. The following documents are attached to and made a part of this Bid:

Required Bid Security in the form of _____

13. Communications concerning this Bid shall be addressed to the address of Bidder below.
14. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED

On: _____, 2009.

By: _____ Title: _____

Bidder: _____

Address: _____

SEAL – if Bid is by a Corporation

AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between The Town of Old Lyme (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

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

Article 1. WORK

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

Proposed School Bus Parking Facility as described by the specifications and shown on the drawings contained therein.

Article 2. ENGINEER

The Project has been designed by:

Anchor Engineering Services, Inc.
41 Sequin Drive
Glastonbury, Connecticut 06033
Phone: (860) 633-8770

who is hereinafter called ENGINEER and who is to act as OWNER's representative from time to time, assume some duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. OWNER will perform most of the duties associated with processing applications for payments in lieu of ENGINEER.

Article 3. CONTRACT TIMES

- 3.1 The Work will be substantially completed within ninety (90) calendar days of issuance of Notice to Proceed as provided in paragraph 2.03 of the General Conditions and as modified by the Supplementary Conditions.
- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER may suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a

penalty) CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

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

- 4.1 In accordance with the Lump Sum price of the Contractor's Bid Proposal (BP-1 through BP-3)

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Conditions and Supplementary Conditions.

- 5.1 *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or, in the event there is no schedule of values, as provided in the General Requirements.

- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

92.5% of Work completed (with the balance being retainage).

92.5% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

- 5.2 *Final Payment.* At the end of the One Year Correction Period, the CONTRACTOR shall submit to ENGINEER an Application for Payment of the retainage in accordance with paragraph 14.07 of the General Conditions.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the project.

Article 7. CONTRACTOR'S REPRESENTATIONS

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

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data".
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.0.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.0.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written solution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS

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

- 8.1 This Agreement (pages A-1 to A-6, inclusive).
- 8.2 Exhibits to this Agreement (Exhibits A, B, C, D, E, ...).
- 8.3 Exhibit A – Contractor’s Certificate of Insurance
- 8.4 Exhibit B – Contractor’s Performance Bond & Payment Bond.
- 8.5 Exhibit C – Contractor’s Bid Proposal
- 8.6 Exhibit D – Bid Addenda (if any....)
- 8.7 Exhibit E – Original Bid Documents.
- 8.9 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.0.4 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.0.4 of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement, in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2009, (which is the Effective Date of the Agreement).

OWNER _____

CONTRACTOR _____

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

TAB D

General Conditions

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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AMERICAN SOCIETY OF CIVIL ENGINEERS

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The Associated General Contractors of America



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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in

the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge,

oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and

such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into

such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will

be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the

Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

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

3.06 Electronic Data

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

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

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

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of

construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data

furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

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

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

agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract

Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous

Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or

its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the

certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other

perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

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

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph

14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to

any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

- a) perform adequately the functions and achieve the results called for by the general design,
- b) be similar in substance to that specified, and
- c) be suited to the same use as that specified;

2) will state:

- a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;
- b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

- a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any

Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

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

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and

equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

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

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

C. Submittal Procedures

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

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

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

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by

utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and

will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

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

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to

the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine

generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

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

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise,

and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accor-

dance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general

managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

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

ed by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

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

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the

Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

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

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall

pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

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

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or

for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Applica-

tion for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is

Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

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

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the

amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

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

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with

Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection,

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

C. Payment Becomes Due

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

14.08 *Final Completion Delayed*

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

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms

of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

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

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full

extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and

reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

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

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

TAB E

Supplementary Conditions

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

Article 1 Revisions:

1.01.29 Owner

After the word “performed,” add the words “Owner may designate in writing one or more authorized representatives who shall have express authority to bind the Owner with respect to matters requiring Owner’s approval or authorization. The Engineer does not have such authority. The term “Owner” means the Owner, and the Owner’s Authorized Representative. The Owner’s Authorized Representative is not to be confused with the owner’s representative to which Article 9 refers.”

Article 2 Revisions:

2.05 Before Starting Construction

To Paragraph 2.05.A, after the word “review,” add the words “and Owner’s approval:”

Delete Article 2.05.B.3 and add the following new Article 2.05.D:

Documentation submitted by CONTRACTOR prior to execution of Agreement shall include a preliminary schedule of values for all of the Work that includes quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work. The approved schedule of values shall follow the format provided in the Bidding Documents.

2.07 Initial Acceptance of Schedules

To Paragraph 2.07.A, after the word “Engineer,” in line 4, add the words “and Owner”. And after the word “Engineer” in line 10, add the words “for its review and the Owner’s approval.”

To Paragraph 2.07.A.1, after the word “Engineer,” in line 2, add the words “and Owner”. And after the word “Engineer” in line 4, add the words “and Owner.” And after the word “therefore” in line 8, add “The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. A Contractor’s construction schedule and any and all updates shall be prepared and maintained by the Contractor using the Critical Path Method and shall contain a minimum of 200 activities. The Contractor shall submit its schedules to the Owner and Engineer at

regular intervals, not to exceed one month. Each submittal shall include, at a minimum, plots of bar charts showing progress of the Work, Total Float and Critical Paths, in addition to a listing of the supporting data organized in tabular form. The Contractor's construction schedule updates shall identify the Work completed to date based on completed activities as a percentage of the total Work."

To Paragraph 2.07.A.2, after the word "Engineer," in line 2, add the words "and Owner".

To Paragraph 2.07.A.3, after the word "Engineer," in line 2, add the words "and Owner".

Article 3 Revisions:

3.07 Add the following:

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. In resolving conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, Drawings. Within the specifications the order of precedence shall be as follows: Special Provisions, Instructions to Bidders, General Conditions, Technical Provisions. Figure dimensions on Drawings shall govern over scale/dimensions, and detailed Drawings shall govern over general Drawings. The Contractor assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, work, locality, and local conditions that may in any manner affect the work to be done.

Article 4 Revisions:

4.01 Availability of Lands

Add the following:

- D. If the Contractor, by direct negotiation and bargaining with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges in the space provided for purposes incidental to the performance of the Contract, he shall, upon request of the Owner's Representative, furnish to the Owner's Representative proper evidence that such additional right have been properly secured and assurance that no damage to or claim upon the Owner will arise there from. The Owner shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.
- E. If access is provided by means of any road or driveway or through private lands, the Contractor shall permit the regular Owners or users thereof to use the same so far as it is consistent with the construction of the work. If any existing driveway or road is damaged by his use thereof, the Contractor, at its sole expense, shall at once restore it to as good condition as it would have been had he not used it. The Contractor and those under him using any private road or driveway must assume to use that road or driveway on an "as is" basis and use it at their own risk. Neither the Owner nor the land owner shall be liable for damage to persons or property of the Contractor's forces arising from any defect in such road or driveway, except as such defect may be the consequence of negligence of the Owner or the land owner after the award of the Contract.

4.05 Reference Points

To Paragraph 4.05.A, after the word “Work,” in line 4, add the words “The Contractor shall be entitled to rely on the accuracy of the information furnished by the Owner unless the Contractor has actual knowledge to the contrary.”

Article 5 Revisions:

5.01 Performance, Payment, and Other Bonds

To Paragraph 5.01.A, add “The Contractor shall deliver the executed, approved bonds to the Owner at the time of execution of this Contract. In the alternative, Contractor shall furnish Owner with an irrevocable, documentary standby letter of credit in the amount of the Contract sum. The letter of credit may be drawn upon by the Owner if a default under the Contract occurs and/or to pay any Liquidated Damages Amount. If the Owner draws on the letter of credit to pay any of the Liquidated Damages amounts, the Contractor shall remain liable for any remaining Liquidated Damages Amount after such draw(s). The letter of credit (a) shall be in a form and by a financial institution reasonably acceptable to the Owner, (b) shall be payable on sight draft, in partial draws, if applicable, to Owner without other conditions except for the beneficiaries certificate that it is entitled to draw thereon, (c) shall not expire prior to Final Completion of the Work, and (d) shall be for an initial term of one (1) year, which term shall be automatically renewable for subsequent one-year terms thereafter, or for an initial term of one (1) year with a provision that the Owner receive thirty (30) days prior written notice of the termination date of the letter of credit, at which time the Owner may draw on the letter of credit, whether or not a default under the Contract exists, prior to such termination date; provided, however, that such letter of credit shall be returned no later than thirty (30) days following Final Completion of all of the work. The Contractor shall deliver such executed, approved letter of credit to Owner at the time of the execution of this Contract.”

5.03 Certificates of Insurance

To Paragraph 5.03.A, add “Contractor shall also deliver to Owner copies of each of the insurance policies required of Contractor under this Contract, including without limitation, declarations, and any other document evidencing types of coverage, limits of coverage, insureds, and additional insureds.”

5.04 Contractor’s Liability Insurance

Add the following:

- C. The insurance required by Paragraph 5.04 shall be written for not less than amounts set forth below or required by law, whichever coverage is greater. Coverages shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. Such coverages shall be maintained by insurance carriers acceptable to Owner and Owner’s lender in all respects.

1. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation limits shall not be less than those statutorily required in the State of Connecticut and shall include Employers Liability limits of liability of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy by disease;
 2. Commercial General Liability Insurance: Limits of liability shall not be less than Two Million dollars (\$2,000,000) per occurrence combined Bodily Injury and Property Damage and Four Million dollars (\$4,000,000) in the aggregate. The limits may be provided through a combination of Primary and Umbrella/Excess Liability policies acceptable to the Owner;
 3. Commercial Automobile Liability Insurance: Limits of liability shall not be less than Two Million dollars (\$2,000,000) per occurrence combined Bodily Injury and Property Damage. The limit may be provided through a combination of Primary and Umbrella/Excess Liability policies acceptable to the Owner;
 4. The Contractor shall, within 30 days of being awarded the contract, provide the Owner with copies of the insurance policies required of it under this contract, each of which names the State of Connecticut and Town of Old Lyme as additional insureds.
 5. The amount of insurance contained in aforementioned insurance coverage shall not be construed to be a limitation of the obligation or liability on the part of the Contractor or any of its subcontractors under the provisions of this Contract or at law.
 6. The aforementioned insurance coverage outlined in this section and any other coverage that Contractor may consider necessary are the Contractor's sole responsibility and any deficiency in coverage or policy limits of the Contractor will be the sole responsibility of the Contractor.
 7. In the event of failure of the Contractor to furnish and maintain the aforementioned insurance and to furnish satisfactory evidence thereof, such failure shall constitute a breach of this Contract and the Owner shall have the right, in addition to any other rights, to immediately cancel and terminate this Contract without any further costs to the Owner or, at the Owner's option, to take out and maintain the same on behalf of the Contractor who agrees to furnish all necessary information relative thereto and to pay the cost thereof to the Owner immediately upon presentation of a bill
- D. Insurance requirements shall also apply to all Subcontractors, and the Contractor shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been obtained.

5.06 Property Insurance

Delete Paragraph 5.06.A.2, and replace with the following new Paragraph 5.06.A.2: "Property insurance shall be on an "all-risk" form and shall include, without limitation, insurance against earthquake, flood, windstorm, falsework, testing and startup, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss."

To Paragraph 5.06.B, in line 10, delete the words "and shall be listed as an insured or additional insured."

5.07 Waiver of Rights

To Paragraph 5.07.A, in line 14, delete the words "Owner and", replace the word "waive," with "waives", and after the word "against", add "Owner." From line 15, delete the word "their" and replace with "its". Add "The Contractor shall require of the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the Owner. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged."

Add the following:

D. Claims for Consequential Damages. Except as otherwise provided in the Contract Documents, the Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 15. Nothing contained in this section 5.07 shall be deemed to preclude an award of liquidated non-consequential damages, when applicable, in accordance with the requirements of the Contract Documents."

Article 6 Revisions:

6.01 Supervision and Superintendence

To Paragraph 6.01.A, after the phrase “Contract Documents” in line 5, add “in a manner consistent with the degree of care and skill usually exercised by contractors experienced in projects of similar scope and in accordance with the standards of skill and care expected of contractors experienced in projects similar to the Project. Under no circumstances shall the quality and completeness of Work be less than recognized industry standards.”

To Paragraph 6.01.B, add “The Superintendent shall be satisfactory to the Owner and the Owner shall have the right to request Contractor to dismiss from the Project any Superintendent whose performance is not satisfactory to Owner. In the event Owner and Contractor fail to agree as to whether such dismissal is warranted, the Engineer shall make such determination and both parties shall agree to abide by the decision of the Engineer. The Contractor shall not replace the Superintendent without the consent of the Owner, which consent shall not be unreasonably withheld.”

6.02 Labor; Working Hours

To Paragraph 6.02.A, after the word “Site” in line 5, add “The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors. If the Owner or Engineer has reasonable objection to an employee of the Contractor or any of its Subcontractors, the Contractor must submit an acceptable substitute person or entity to the Owner.”

6.04 Progress Schedule

To Paragraph 6.04.A.1, after the words “Engineer for”, add “review and Owner”.

6.06 Concerning Subcontractors, Suppliers, and Others

To Paragraph 6.06.A, add “Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.”

To Paragraph 6.06.G, add “Any part of the work performed for the Contractor by a Subcontractor shall be pursuant to a written Subcontract between the Contractor and

Subcontractor. Copies of all Subcontractor bids or proposals, and ultimately, subcontracts, shall, upon request of Owner, be submitted to Owner and Engineer.”

Add the following:

“H. The Contractor shall obtain lien waivers from Subcontractors and material suppliers upon payment to such parties and shall supply copies of the same to Owner promptly upon receipt thereof. If Contractor fails to comply with the provisions of this Paragraph 6.06.H, and for so long as such failure continues, Owner may make all payments attributable to a Subcontractor or material supplier co-payable to the Contractor and such Subcontractor or material supplier.”

6.08 Permits

To Paragraph 6.08.A, add “The Contractor will perform and complete the Work in accordance with all requirements of law and with the Contract Documents and no work shall be undertaken until the Contractor has been issued all required permits. Contractor shall prosecute all work diligently to assure completion no later than the date specified therefore.”

6.09 Laws and Regulations

To Paragraph 6.09.A, after the word “Work” in line 3, add “Contractor shall review the Contract Documents and notify the Owner and the Engineer of any discrepancy between building codes and regulations of which the Contractor has actual knowledge without independent investigation. The Contractor shall not violate any zoning, set-back or other locational requirements of applicable laws, codes or ordinances, or of any recorded covenants of which the Contractor has actual knowledge. If the Contractor observes or is told by any building inspector that portions of the Contract Documents are at variance with applicable laws, statutes ordinances, building codes, rules or regulations, the Contractor shall promptly notify the Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate modification.”

Add the following:

“D. The Contractor shall be responsible to procure Certificate(s) of Occupancy from the authorities having jurisdiction.”

“E. The Contractor shall maintain policies of employment as follows:

1. The Contractor and the Contractor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

2. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin."

6.10 Taxes

To Paragraph 6.10.A, add "The Contractor shall not be paid or reimbursed for any state, consumer, use, service, ad valorem or other tax paid by the Contractor related to the performance of the Work. The Town of Old Lyme is exempt from payment of taxes. Therefore, the Contractor should obtain from the Owner's Department of Finance tax exempt certificates for each of the Contractor's vendors and suppliers in order to avoid the imposition of any of the aforesaid taxes. In any event, the Owner will not pay or reimburse the Contractor for any taxes that the Contractor may pay in the performance of the Work."

6.11.A.1 Use of Site and Other Areas

- A.1 "The exact limit of Work and equipment storage shall be verified and agreed to by Owner and Contractor in the field."

6.12 Record Documents

To Paragraph 6.12.A, add "In the event that either party to this Agreement terminates the Agreement, the Contract Documents and Project files that were maintained in paper and electronic formats shall be the property of and reside with the Owner."

6.19 Contractor's General Warranty and Guaranty

To Paragraph 6.19.A, after the word "guarantee" in line 5, add "The Contractor warrants to the Owner and Engineer that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor further warrants and represents that:

1. The Contractor is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the work and perform all obligations under the Contract Documents;

2. the Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the work and perform all obligations under the Contract Documents, and has sufficient experience and competence to do so;
3. the Contractor is authorized to do business in the state where the Project is located and is properly licensed by all necessary governmental, public and other authorities having jurisdiction over the Contractor and the Project;
4. the persons executing the Contract Documents are authorized to do so;
5. the Contractor has visited the site of the Project and become familiar with the Contract Documents and the conditions of the site, and knows of no reason why the work cannot be performed as set forth in the Contract Documents;
6. The Contractor shall warrant all Work for a period of one (1) year after Final Completion; and
7. The Contractor shall assign any extended warranties (in excess of the Contractor's one (1) year warranty) on equipment and materials furnished as part of the Work to the Owner."

6.20 Indemnification

To Paragraph 6.20.A, after the word "performance" in line 10, add "or non-performance".

6.22 Prevailing Wage Rate Requirements

- A. "Town of Old Lyme construction contracts are subject to Connecticut's prevailing wage law as codified in Connecticut General Statutes Section 31-53 and 31-53a. The Contractor shall be required to comply with all requirements of Connecticut's prevailing wage laws if the project value exceeds the monetary thresholds which are described in Connecticut General Statutes Section 31-53(g)."
- "B. Upon the award of the Contract, the Contractor shall certify, under oath, to the Labor Commissioner the pay scale to be used by the Contractor and any of its Subcontractors for the work to be performed under the Contract. Additionally, the Contractor and any of its Subcontractors must file certified payrolls with the Owner containing information, including but not limited to, employee names; occupations; hours worked; rates paid; and the employers compliance with various provisions of law.
- C. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them in either its own organization, or in any of its subcontractor's respective organizations. All work required to be done by persons licensed under all applicable governmental

requirements and codes shall be performed by such licensed persons. Contractor agrees to maintain a harmonious job site and to use laborers, suppliers and subcontractors that will not cause any labor disruptions or disharmony in connection with the performance of the Work or any other work being performed at the Project. Contractor agrees to address any labor disputes or disruptions promptly.”

Article 7 Revision:

7.01 Related Work at Site

To Paragraph 7.01.C, after the word “Engineer” in line 4, add “and Owner.”

Article 8 Revision:

8.11 Evidence of Financial Arrangements

Delete Paragraph 8.11.A in its entirety.

Article 9 Revision:

9.04 Authorized variations in Work

To Paragraph 9.04.A, after the word “Engineer,” in line 1, add the words “after having received approval from the Owner,”.

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

Delete Paragraph 9.08.A in its entirety.

9.09 Limitations on Engineer’s Authority and Responsibility

Add the following:

“F. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Owner’s designated representative about matters arising out of or relating to the Contract. Communications by and with the Engineer’s consultants shall be through the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner’s designated representative.”

Article 10 Revision:

10.05 Claims

Delete Paragraph 10.05.E in its entirety.

Article 11 Revisions:

Add the following:

11.04 Equipment Rental Rates Not Otherwise Covered

With regard to rental rates applicable to work not covered by either Lump Sum pay items or Unit Adjustments, for any power-operated machinery, trucks or equipment, necessary to use, the Engineer will allow the Contractor the rental rate set forth in the most current edition of the "Rental Rate Blue Book," including all Rate Adjustment Tables and amendments, as published by Dataquest, Inc. of San Jose, California in effect at the time the work is performed for Contractor-owned equipment or at a lower rate, if submitted by the Contractor.

- A. Should the proper completion of the work require equipment of a type not covered by the above-mentioned schedule, the Engineer will allow Contractor a reasonable rental rate which shall be based on that prevailing in the area of the work and shall be agreed upon in writing before the work is begun. However, the Contractor shall show the sources for the rates he has proposed.
- B. For power-operated machinery, truck or equipment, which the Contractor must obtain by rental, he shall inform the Engineer of his need to rent the equipment prior to using it on the work. He shall be paid the actual rental for the equipment, provided that rate does not exceed the rental rate set forth in the "Rental Rate Blue Book", including all Rate Adjustment Tables and amendments as published by Dataquest, Inc. The Contractor shall provide a copy of the paid receipt for the rental expense incurred.
- C. The estimated operating cost per hour will apply only to the actual time the equipment is operating. Operators will be paid as stated hereinbefore for labor except for certain trucks listed in the "Rental Rate Blue Book" as published by Dataquest, Inc. which show the operators to be included.
- D. For rented equipment not owned by the Contractor or a subsidiary of the Contractor, the following rates shall apply:
 - 1. The daily rate per hour shall apply when the equipment is specifically assigned to the work by the Engineer for a period of 7 consecutive calendar days or less.
 - 2. The weekly rate per hour shall apply when the assigned time exceeds 7 consecutive calendar days but does not exceed 21 calendar days.
 - 3. The monthly rate per hour shall apply when the assigned time exceeds 21 consecutive calendar days.
- E. For Contractor-owned equipment or equipment rented or obtained from a subsidiary of the Contractor, the maximum hourly rate to be used shall be the monthly rate as set forth in the current edition of the "Rental Rate Blue Book", including Rate Adjustment Tables and amendments as published by Dataquest, Inc., divided by 176 (176 working hours per month).

Article 12 Revisions:

12.03 Delays

To Paragraph 12.03.B, after the words “equitable adjustment in” in line 6, delete the words “Contract Price or the”, and after the words “Contract Times, delete the words “, or both”. Add “Such an adjustment to the Contract Time shall be the Contractor’s sole and exclusive remedy for the delays discussed in this paragraph 12.03.”

To Paragraph 12.03.C, after the words “Contract Times” in line 9, add the words “and only to the extent that the critical path to the Project Schedule is extended.”

Article 13 Revision:

13.07 Correction Period

To Paragraph 13.07.A, after the words “the date of” in line 1, delete the words “Substantial Completion”, and replace with the words “Final Completion.”

Article 14 Revisions:

14.01 Schedule of Values

To Paragraph 14.01.A, after the words “acceptable to Engineer” in line 4, add the words “and Owner.”

14.02.C Payment Becomes Due

To Paragraph 14.02.C.1, add “In no event shall the Owner be obligated to pay the Contractor for more than the amount certified by the Engineer for each Application for Payment, plus any pending change orders that the Owner agreed to approve.”

Article 15 Revisions:

Delete the word “persistent” from Article 15.0.2.A.1

15.03 Owner may Terminate for Convenience

To Paragraph 15.03.A.1, delete from line 3 the words “including fair and reasonable sums for overhead and profit on such Work.”

To Paragraph 15.03.A.2, delete from line 5 the words “plus fair and reasonable sums for overhead and profit on such expenses.”

To Paragraph 15.03.A.4, add “, but no overhead and profit on work not executed.”

Add the following:

- “C. In no event shall the Contractor or any Subcontractor employed on the Project be entitled to profit, overhead, or damages on work that was not performed as of the date of termination, regardless of the reasons for termination.”
- “D. Upon receipt of written notice from the Owner of such termination for the Owner’s convenience, the Contractor shall:
1. cease operations as directed by the Owner in the notice;
 2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
 4. provide a detailed inventory to the Owner that indicates the value, nature, and description of all material, labor, and equipment supplied as of the date of termination.”

Article 16 Revisions:

16.01 Methods and Procedures

Delete Paragraph 16.01.A, and replace with the following new Paragraph 16.01.A.:

“Owner, in its sole discretion, may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05. The mediation will be governed by the Construction Industry Mediation Rules of the American Dispute Resolution Center, New Britain, Connecticut, currently in effect.”

Delete Paragraph 16.01.C, and replace with the following new Paragraph 16.01.C:

“Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived in the Contract Documents, shall, at the sole discretion of the Owner, be subject to arbitration. If the Owner chooses to Arbitrate the Claims, the arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Dispute Resolution Center, New Britain, Connecticut, currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Dispute Resolution Center, and a copy shall be filed with the Engineer.”

Article 17 Revisions:

Add the following:

17.07 Time for Completion and Liquidated Damages:

- A. It is hereby understood and mutually agreed, by and between Contractor and Owner, that the date of beginning and the time for completion as specified in the Agreement of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Agreement shall be commenced on a date to be specified in the Notice to Proceed.
- B. Contractor agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and conditions in this locality.
- C. If said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or any proper extension thereof granted by Owner, then the Contractor does hereby agree to pay to Owner the amount specified in the Agreement, not as a penalty but as Liquidated Damages for such breach of Agreement, for each and every calendar day that Contractor shall be in default after the time stipulated in the Agreement for completing the Work.
- D. The said amount is fixed and agreed upon by and between Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages Owner would in event sustain, and said amount shall be retained from time to time by the Owner from current periodical estimates.

TAB F

Special Provisions

SPECIAL PROVISIONS

DESCRIPTION:

These Special Provisions amend or supplement the Division II Construction Details (Technical Provisions) and Division III Materials Section in the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, dated 2004 through Supplemental Specifications dated January 2009, which are incorporated herein and are referred to herein after at "Form 816." Only the Form 816 Division II Construction Details and Division III Materials Section are incorporated herein.

Copies of Form 816 may be purchased from:

CTDOT Manager of Contracts
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

GENERAL:

Special Provision amendments or supplements that apply throughout Form 816 Division Details (Technical Provisions) and additional Technical Specifications contained herein are outlined below:

1. Replace the word "State" and the word "Department", wherever they appear, with the words "Town of Old Lyme" throughout Form 816.
2. Method of Measurement: Work items for this lump sum project will not be measured separately for payment unless additions, deletions or modifications to the Work are ordered by the Town of Old Lyme through a formally issued Change Order.
3. Basis for Payment: Work items for this lump sum project will not be paid for separately unless additions, deletions or modifications to the Work are ordered by the Town of Old Lyme through a formally issued Change Order. Progress payments will be made against the Contract Lump Sum for the entire project using an approved Schedule of Values.

Special Provision amendments or supplements that apply to specific Form 816 Division Details (Technical Provisions) are outlined below.

2.02 ROADWAY EXCAVATION, FORMATION OF EMBANKMENT AND DISPOSAL OF SURPLUS MATERIAL:

Article 2.02.01: Description

Delete: Delete the word roadway wherever it appears.

2.09 SUBGRADE:

Article 2.09.01: Description

Delete: After all grading has been substantially completed and all drains laid, the subgrade shall be brought to the lines, grades and cross sections shown on the plans.

Add: After all grading has been substantially completed and all culverts, utility services and misc items have been installed and subgrade has been brought to the lines, grades and cross sections shown on the plan a geotechnical fabric (Geotex 4x4 or approved equal) shall be installed prior to the installation of processed aggregate base.

2.19 SEDIMENT CONTROL SYSTEM:

Article 2.19.01: Description

Add: Sediment control systems as shown in the contract documents shall consist of haybales in swales and around catch basins, silt fence down grade of disturbed areas and temporary sediment traps.

6.51 CULVERTS:

Article 6.51.01: Description

Add: This item shall further include the furnishing and installing of subsurface stormwater detention structures as shown in the contract documents.

6.52 CULVERT ENDS:

Article 6.52.01: Description

Replace section with: This item shall consist of furnishing and installing new pipe culvert ends of the type and size called for on the plans or as ordered, at the locations and to the lines and grades designated on the plans, or as directed by the engineer, and in conformity with these specifications.

Article 6.52.05: Materials

Replace section with: The materials for this work shall conform to the following: Culvert ends of the type indicated on the plans, joint sealant and bedding material shall conform to the requirements of Article M.08.01. Gravel fill shall conform to the requirements of Art. M.02.01.

9.13 CHAIN LINK FENCE:

Article 9.13.01: Description

Replace section with: Work under this section shall consist of furnishing and installing woven wire fencing with galvanized surface coating and metal fence posts with galvanized surface coating of the type and height specified, erected where indicated on the plans or as ordered and in conformity with these specifications.

9.71 MAINTENANCE & PROTECTION OF TRAFFIC:

Article 9.71.01: Description

Add: Contractor shall maintain suitable ingress and egress access for the town owned transfer station and landfill existing on the same property. In the event of a short term construction operation requiring restricted access to an above referenced area, proper notification shall be provided and authorized prior to start of construction. All temporary construction barricades required on the project to provide pedestrian and vehicular access as noted above shall be erected and maintained per the CTDOT Form 816 as amended.

Special Provision supplements that do not apply to sections of the Form 816 are outlined below:

100.1 ABOVE GROUND DIESEL STORAGE TANK

Article 100.1.01 Description

Work under this item shall consist of the design and installation of a 2,000 above ground diesel storage tank, reinforced concrete slab foundation and fuel dispensing system in the location depicted on the contract drawings. The proposed tank shall be equipped with secondary containment, a leak detection system, a high liquid level alarm with audible or visual signal (audible air vents are permitted), and powered fuel dispensing system. The fuel dispensing system shall be located on the side of the tank and shall include, but not be limited to, a self priming suction style 20 gpm fuel transfer pump, emergency shutoff switch, flow meter, 12' hose, lockable nozzle, and fuel filter.

Article 100.1.02 Materials

All concrete slab foundation materials must comply with the requirements of CT DOT Form 816 Article M.03.01 for concrete pavement and CT DOT Form 816 Article M.06.01 for reinforcing steel.

All fuel tank and fuel dispensing system components shall be UL listed and meet the requirements of all applicable local, state, and federal regulations, including, but not limited to Town of Old Lyme, State of Connecticut, NFPA, BOCA, IFC, etc.

Article 100.1.03 Construction Methods

The constructed methods for the concrete pad foundation shall conform to the applicable requirements given in CT DOT Form 816 Article 4.01.03 for concrete pavement.

All tank and associated equipment fabrication and installation work to be performed accordance with equipment manufacturer's requirements and recommendations.

100.2 ON-SITE SEWAGE DIPOSAL SYSTEM

Article 100.1.01 Description

Work under this item shall consist of furnishing and installing all items required to complete the construction of the proposed on-site sewage disposal system (septic system) as depicted on the Contract Drawings. These items consist of gravity sewer piping and fittings, septic tank, distribution box, and concrete leaching galleries. Work also includes trench excavation, structure excavation, grading, backfilling and compacting all excavations, placement of approved backfill material, and installation of all necessary protective support systems to support the sides of excavations.

Article 100.1.02 Construction Materials and Methods

All material, equipment, and workmanship shall conform to the Connecticut Public Health Code – Regulations and Technical Standards for Subsurface Sewage Disposal Systems, the Connecticut Basic Building Code and OSHA requirements. The work is to be performed as described on the Contract Drawings.

RELEVANT SECTIONS:

The following is a list of relevant sections of Form 816 that apply to this project. Note: This list is provided as reference only, meaning that it does not exclusively limit the scope of work for this project.

Section	Description	Section	Description
2.01	Clearing & Grubbing	7.03	Riprap
2.02	Earth Excavation	7.08	Damp-Proofing
2.03	Structure Excavation	7.55	Geotextile
2.05	Trench Excavation	8.15	Bituminous Concrete Curbing
2.07	Borrow	9.13	Chain Link Fence
2.08	Free Draining Material	9.21	Concrete Sidewalk
2.09	Subgrade	9.22	Bituminous Concrete Sidewalk
2.12	Subbase	9.39	Sweeping for Dust Control
2.13	Granular Fill	9.43	Water for Dust Control
2.14	Compacted Granular Fill	9.44	Topsoil
2.16	Pervious Structure Backfill	9.46	Liming
2.19	Sedimentation Control System	9.49	Furnishing, Planting &
3.04	Processed Aggregate Base		Mulching Trees, Shrubs, Vines
4.06	Bituminous Concrete		& Ground Cover Plants
5.06	Retaining Walls, Endwalls and	9.50	Turf Establishment
	Steps	9.52	Selective Clearing & Thinning
5.07	Catch Basins & Manholes	9.71	Maintenance & Protection of
6.51	Culverts	9.75	Mobilization
6.52	Culvert End	9.76	Barricade Warning Lights

9.80	Construction Staking	10.08	Electrical Conduit
10.01	Trenching and Backfilling	10.10	Concrete Handhole
10.02	Light Standard & Traffic Control Foundations	10.14	Cable in Duct
10.03	Light Standards	10.15	Grounding Conductor
10.04	Roadway Luminaire	12.08	Sign Face, Sheet Aluminum
		12.09	Painted Pavement Marking

SUBMITTALS:

The Contractor shall submit (3) copies of each shop drawing/product data to the Engineer for approval, prior to construction. The Engineer will endeavor to respond with their approval and/or review comments within a (2) week period of their receipt of said submittals. The Contractor shall make submittals on the following items that specifically pertain to the work of this project:

SITE IMPROVEMENTS:

Pervious Structure Backfill
Compacted Granular Fill
Processed Aggregate
Bituminous Concrete Mix Design
Geotechnical Fabric
Precast Concrete Catch Basin
Precast Concrete Manhole
Manhole Frame & Cover
P.V.C. Piping
High Density Polyethylene Pipe
Subsurface Stormwater Storage Components
Vortech Model 1000 Stormwater Treatment Unit
Concrete Mix Design
Building Design
Building Components
Building Foundation Design
Fuel Storage Tank Concrete Pad Foundation Design
Chain Link Fence
Chain Link Gate
Light Pole Bases
Light Poles
Pole Mounted Lighting Fixtures
Signage
Pavement Markings
Concrete Septic Tank
Concrete Leaching Gallery
Concrete Distribution Box
Filter Fabric
Retaining Wall Material
Erosion Control Blanket
Erosion and Sedimentation Control Measures
Topsoil

Turf Establishment
Maintenance and Protection of Traffic Plan

COORDINATION OF WORK:

The Contractor is hereby notified that the town owned transfer station and landfill existing on the same property shall remain open at all times during regular scheduled business hours. Utility service connection (i.e. water) to the existing scale house shall be coordinated with the Old Lyme Health Department and Old Lyme Director of Public Works.

SCHEDULE:

The contract time for this project is ninety (90) calendar days, starting on the Notice to Proceed date. The Town of Old Lyme anticipates a Contract Award and Notice to Proceed issuance by in January 2010. Due to contractual obligations, the project MUST be completed no later than the middle of June 2010. Therefore, the intended project schedule is as follows:

Bid Closed:	December 23, 2009
Award Contract:	January 15, 2010
Notice to Proceed:	March 15, 2010
Substantial Completion:	June 13, 2010

PERMITS:

The Contractor is responsible for obtaining all necessary permits required for this Contract work.

CONSTRUCTION SEQUENCE:

The anticipated sequence of construction is listed as follows:

- Coordinate and complete a pre-construction meeting with the project engineer, project owner, and representatives from relevant agencies. Responsible parties to be identified and emergency phone numbers provided.
- Contact call before you dig prior to any construction activities (To be repeated as required by CBYD regulations throughout the course of work).
- Install erosion control measures at the downhill limits of disturbance and as indicated on the plans, required by field conditions, or directed by engineer.
- Clear and grub areas as required to complete the work.
- Install precast concrete block retaining wall.
- Rough grade site to achieve bottom of processed aggregate elevation.
- Install storm drainage collection, conveyance structures and subsurface storage.
- Construct building.
- Install light posts.
- Install utility services (i.e. water, telecommunications & electric).
- Install subsurface sewage disposal leaching system.
- Install processed aggregate base.
- Install portland concrete cement pads.
- Install bollards.
- Install bituminous concrete pavement and curbing.

- Install proposed chain link fencing & gate.
- Install woody plant material.
- Install above grade fuel storage tank.
- Spread topsoil and seed in areas to be re-vegetated.
- Install site signage & apply all pavement markings.
- Remove sediment barriers when permanent vegetative cover is established and the site is sufficiently stabilized to the satisfaction of the project engineer.

Additional Technical Specifications

ABOVE GROUND DIESEL STORAGE TANK
ON SITE SEWAGE DISPOSAL SYSTEM
WATER SUPPLY SYSTEM
CAST IN PLACE CONCRETE
DISPATCH BUILDING

TECHNICAL SPECIFICATION ABOVE GROUND DIESEL STORAGE TANK

1.01 Description

Work under this item shall consist of the design and installation of a 2,000 above ground diesel storage tank, reinforced concrete slab foundation and fuel dispensing system in the location depicted on the contract drawings. The proposed tank shall be equipped with secondary containment, a leak detection system, a high liquid level alarm with audible or visual signal (audible air vents are permitted), and powered fuel dispensing system. The fuel dispensing system shall be located on the side of the tank and shall include, but not be limited to, a self priming suction style 20 gpm fuel transfer pump, emergency shutoff switch, flow meter, 12' hose, lockable nozzle, and fuel filter.

1.02 Materials

All concrete slab foundation materials must comply with the requirements of CT DOT Form 816 Article M.03.01 for concrete pavement and CT DOT Form 816 Article M.06.01 for reinforcing steel.

All fuel tank and fuel dispensing system components shall be UL listed and meet the requirements of all applicable local, state, and federal regulations, including, but not limited to Town of Old Lyme, State of Connecticut, NFPA, BOCA, IFC, etc.

1.03 Construction Methods

The constructed methods for the concrete pad foundation shall conform to the applicable requirements given in CT DOT Form 816 Article 4.01.03 for concrete pavement.

All tank and associated equipment fabrication and installation work to be performed accordance with equipment manufacturer's requirements and recommendations.

TECHNICAL SPECIFICATION ON-SITE SEWAGE DISPOSAL SYSTEM

1.01 Description

Work under this item shall consist of furnishing and installing all items required to complete the construction of the proposed on-site sewage disposal system (septic system) as depicted on the Contract Drawings. These items consist of gravity sewer piping and fittings, septic tank, distribution box, and concrete leaching galleries. Work also includes trench excavation, structure excavation, grading, backfilling and compacting all excavations, placement of approved backfill material, and installation of all necessary protective support systems to support the sides of excavations.

1.02 Construction Materials and Methods

All material, equipment, and workmanship shall conform to the Connecticut Public Health Code – Regulations and Technical Standards for Subsurface Sewage Disposal Systems, the Connecticut Basic Building Code and OSHA requirements. The work is to be performed as described on the Contract Drawings.

TECHNICAL SPECIFICATION WATER SUPPLY SYSTEM PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work under this item shall consist of providing all labor, materials, equipment and incidentals required to construct the new water line connecting into the existing landfill scale house trailer and the water system within the proposed dispatch building.
- B. The work under this item shall include the following items:
 - 1. Install water supply lines and appurtenances to serve dispatch building.
 - 2. Clean, disinfect and pressure test system as required by this specification and local code requirements.

1.02 REFERENCES

- A. State of Connecticut Public Health Code

1.03 SUBMITTALS

- A. Submit manufacturer's data sheets and certification of compliance with specifications for all pipe, valves, fittings and appurtenances.

1.04 QUALITY ASSURANCE

- A. Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the well or the stratum from which it draws.
- B. The location of all equipment, fixtures, and piping is considered to be approximate only and the Engineer has the right to change at any time before the work is installed, the position of equipment and piping to meet structural conditions, avoid interference's, provide proper clearances or for other sufficient causes. Such changes shall be made without additional expense to the Owner.

PART 2 – PRODUCTS

2.01 GENERAL

- A. Unless otherwise specified by the Engineer, the pipe, valves, fittings and appurtenances to be utilized in the work shall be new and unused, shall be of the types and materials specified herein and shall meet the requirements specified herein. All materials found during the progress of the work to have cracks, flaws or other defects will be rejected by the Engineer. All defective materials shall be promptly removed from the work site and replaced at no additional expense to the Owner.

2.02 COPPER PIPE AND FITTINGS

- A. Copper pipe for aboveground water service shall be Type L, hard drawn, seamless conforming to ASTM B88.
- B. Copper pipe for buried service shall be Type K with compression joints, conforming to ASTM B88.
- C. Fittings shall be wrought copper and brass solder joint pressure fittings conforming to ANSI B16.22. Solder shall be 95% tin and 5% antimony solder. Do not use core solder.
- D. Copper piping requiring threaded joints shall be ASTM B42 hard drawn temper and regular weight. Fittings shall be threaded cast bronze or brass conforming to ANSI B16.15, Class 250.

2.03 VALVES

- A. Ball valves, 2" and smaller, shall be 150# WSP and 400# WOG, bronze two-piece body, with TFE Teflon seats and seals with steel lever handles with stops as manufactured by Jamesbury "Clincher Style 21-11" or approved equal.

- B. Hose Bibbs shall be wall faucet with $\frac{3}{4}$ " inlet and $\frac{3}{4}$ " hose thread outlets manufactured by Arrowhead products, Arrow-Breaker series 460 or approved equal.

PART 3 - EXECUTION

3.01 GENERAL

- A. Trench excavation and backfill shall meet the requirement of CT DOT Form 816, Article .

3.02 INSTALLATION

- A. All piping shall be installed to proper line, grade and dimensions and shall be rigidly supported. Except as otherwise required, changes in direction shall be made using proper fittings, and pipe shall run parallel and at right angles to walls. Systems shall be arranged with low point and drains to permit complete drainage of the system.
- B. For solder joints, surfaces of pipe and fittings to be joined shall be cleaned with fine sandpaper to bright metal. Both surfaces to be joined shall be completely covered with an approved soldering flux. Joints shall be evenly heated from all sides before applying solder. Excess flux shall be removed from the joint after the solder has hardened. In threaded joints, threads shall be clean and undamaged.
- C. Every effort shall be made during installation to run the pipe as directly as possible and to minimize restrictions; ells, tees, etc. as field conditions will permit.
- D. The cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat manner without damage to the pipe and so as to leave a smooth end at right angles to the axis of the pipe. After cutting, the pipe shall be reamed and all burrs shall be removed.
- E. All tanks, filters and controllers shall be installed in accordance with manufactures recommendations.
- F. One hose bib shall be installed on the exterior of the building at a location depicted on the Contract Drawings or as directed by the Owner.

3.03 TESTING

- A. Water piping shall be flushed clean with water and pressure tested at 150 psi. Test pressure shall be maintained with no loss in pressure for a period of 4 hours.
- B. The Contractor shall provide all equipment, materials, and apparatus to conduct tests. All tests are to be witnessed by the Engineer. Any leaks shall be repaired and the pipe retested to the Engineer's satisfaction at no additional cost to the Owner.

3.04 DISINFECTION

- A. All water piping shall be purged and disinfected by procedures described in either AWWA C601, AWWA D105, or as described below:
1. Flush the piping system with clean, potable water until dirty water does not appear at the points of outlet.
 2. Fill the system or part thereof, with a water/chlorine solution containing at least 50 parts per million of chlorine. Isolate (valve off) the system, or part thereof, and allow to stand for 24 hours.
 3. Drain the system, or part thereof, of the previous solution, and refill with water/chlorine solution containing at least 200 parts per million of chlorine and isolate and allow to stand for 3 hours.
 4. Following the allowed standing time, dechlorinate the water as follows and flush the system with clean potable water.
 5. Furnish water samples in sterile bottles to a certified testing laboratory and submit results to the Engineer. Repeat the procedures if the biological examination shows evidence of contamination.

3.05 DECHLORINATION

- A. The discharge of chlorinated water to the environment is strictly forbidden. The Contractor shall be required to discharge and dispose of the chlorinated water in accordance with all local, State and Federal regulations. If there is any possibility that the chlorinated discharge will cause damage to the environment, then a neutralizing chemical shall be applied to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water.
- B. Dechlorination requirements shall be in accordance with AWWA C651, Disposal of Heavily Chlorinated Water.

TECHNICAL SPECIFICATION CAST IN PLACE CONCRETE PART 1 – GENERAL

1.01 DESCRIPTION

- A. Supply all material, labor and equipment for placing and curing Portland cement concrete slabs, walls, and footings to the lines, grades and limits as shown on the contract drawings.

1.02 PRODUCT HANDLING:

- A. Trucks used to transport concrete shall be of standard type, size and manufacture.

- B. Concrete shall be discharged within one and one-half hours from the time the water is added to the mix.

PART 2 - PRODUCTS

2.01 CONCRETE

- A. Portland cement shall conform to the requirements of ASTM C150, Type I or Type II.
- B. Regular weight concrete aggregate shall be hard, durable, uncoated, crushed stone or gravel conforming to ASTM C33 requirements for coarse aggregate. Fine aggregate shall be clean, hard, natural or manufactured sand, meeting ASTM C33 for fine aggregate. Maximum aggregate size shall be 3/4".
- C. Concrete mix design shall be based on a minimum compressive strength of 4000 psi. for walls and footings and 4000 psi for slabs, or as directed by the design engineer of the fuel storage tank, dispatch building and foundations.
- D. The concrete shall contain not less than five nor more than seven percent entrained air at the time the concrete is deposited in the forms. Air- entraining admixtures shall conform to ASTM C260. They shall be used in strict conformance to manufacturer's recommendations.
- E. Water-reducing, set-controlling admixtures shall conform to ASTM C494 and shall be approved by the Engineer.
- F. Curing shall be by white pigmented liquid membrane-forming compound conforming to the requirements of ASTM C309, Type 2.

2.03 REINFORCING

- A. Bar reinforcement shall conform to ASTM A615-Grade 60. Welded wire reinforcing shall conform to ASTM "Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement," A-189.
- B. The Contractor shall be responsible for the preparation of reinforcement designs for all cast in place concrete foundations and slabs, by a licensed Professional Engineer.

2.04 EXPANSION JOINT

- A. Material used for the expansion joint shall be preformed, 1/2" inch in thickness, made of cork asphalt or approved equal. Material shall no extrude above the surface during warm weather.

2.05 JOINT SEAL

- A. Poured joint seal material shall be an asphalt rubber compound of the hot poured type conforming to the requirements of AASHTO M173 or approved equal.

2.06 LIQUID HARDENER

- A. Liquid hardener shall be Saniseal No. 50 by Master Builders, Flintox by Toch Brothers Division Carboline Company, Lapidolith by Sonneborn Division of Contech, or approved equal.

PART 3 – EXECUTION

3.01 COMPACTED GRANULAR FILL

- A. The material used under the building foundation and slabs shall be compacted granular fill supplied and spread in accordance with CTDOT Form 816, Article 2.14.

3.02 FORMS

- A. Forms shall be of metal or wood, straight, free from warping and of sufficient strength to resist springing from the pressure of the concrete.
- B. If of wood, they shall be of 2-inch surfaced plank except that at sharp curves thinner material may be used. If of metal, they shall be of approved section and shall have a float surface on the top. Forms shall be of a depth equal to the depth of the sidewalk.
- C. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage. All forms shall be cleaned and oiled or wetted before concrete is placed against them.

3.03 CONCRETE

- A. Concrete shall be proportioned, mixed and delivered in conformance with ASTM C94.
- B. Control and expansion joints shall be created as shown and detailed on the contract drawings.
- C. Concrete shall be placed in the forms within 90 minutes after the time that water is first added to the mix.
- D. Concrete shall be deposited as near final position as possible. Coarse aggregate shall be worked back from the forms and the concrete shall be well consolidated within the forms and struck off.
- E. No concrete is to be placed when air temperature is below 40° or at 45° and falling, unless prior approval is given by the Engineer. In the event weather conditions may be such that concrete which is not completely cured is subject to freezing, the Contractor shall provide a minimum six

- F. In areas where concrete is to be placed against fixed objects, preformed expansion joint filler shall be placed between the concrete and the object.

3.04 FINISHING

- A. Floating shall not begin until there is no free water on the surface.
- B. Monolithic Troweled Finish: Shall be given to exposed concrete floors. Finish shall be accomplished by screeding the slab at the proper level, rolling or tamping the surface to force large aggregate away and then floating the surface with wood or metal floats. Bring surface to a true grade during the floating operation by cutting down high spots and filling low spots. When concrete has hardened sufficiently, finish with a steel trowel. No dry cement and sand mixture will be permitted on the surface during the finishing operation. No finishing operations other than initial screeding will be allowed with free water on the surface.
- C. Broom finish: Shall be given to sidewalks. The surface shall be worked and floated with a wooden, aluminum or magnesium float or finishing machine using float blades. The slab shall then be broomed crosswise with a fine hair broom. The outside edges of the slab shall be edged with one-quarter (1/4) inch radius tool.

3.05 CURING

- A. Immediately upon the disappearance of the water sheen following the final finishing and before any marked dehydration or checking occurs, the curing compound shall be applied by an approved spraying device. The sprayer shall deliver a fine spray with uniform coverage. The Contractor shall take special care to prevent settlement in the spray tank of the solids in the curing compound. Coverage rate shall be that recommended by the curing compound manufacturer.
- B. If rain falls on the newly coated sidewalk before the film has dried sufficiently to resist damage or if the film is damaged in any other manner, the Contractor shall reapply same. Treated surfaces shall be protected from all foot or vehicular traffic for a period of five days.
- C. The Contractor shall have on the job, at all times, sufficient polyethylene film or waterproof paper to provide complete coverage in the event of rain or breakdown of spray equipment.

3.06 FLOOR HARDENER

- A. The slab within the new building shall receive a floor hardener application in accordance with the manufacturer's specifications.

TECHNICAL SPECIFICATION
DISPATCH BUILDING
PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work under this section shall consist of providing all labor, equipment and materials required to complete the design, construction details for code compliance demonstration, supply, erect and construct a dispatch building as shown on the Contract Drawings, and as specified in these Technical Provisions. The dispatch building shall be a completely integrated with all related items to complete the work.

1.02 INTENT

- A. The intent of these specifications and drawings is to establish a quality and performance level for code compliance, structural design, material, durability and workmanship.

1.03 DESIGN REQUIREMENTS

- A. The dispatch building shall provide for the following minimum live loads. Roof: per code. Floor: 50 pounds per square foot.
- B. The dimensions of the dispatch building shall be as shown on the plans.
- C. Foundation & Floor
 1. The dispatch building shall be installed on a new reinforced concrete foundation. The floor of the proposed dispatch building will consist of a 6" thick reinforced concrete slab. The Contractor is responsible for the design and installation of the concrete foundation and floor slab. Minimum compressive strength of the concrete utilized for the foundation and floor slab is 4000 psi at 28 days.
 2. The footing for the proposed concrete foundation shall not be constructed on non-native soil. Should non-native soils be encountered at the footing depth, all non-native soils shall be excavated and replaced with compacted structural backfill approved by the Engineer, at no additional cost to the Owner. Additionally, all non-native soils below the proposed concrete floor slab shall be excavated and replaced with compacted structural fill approved by the Engineer, at no additional cost to the Owner. The Engineer shall observe all concrete slab and footing excavation work and inspect all underlying soils prior to construction of concrete footings or slabs.
- D. The building shall be design to comply with National Energy Conservation Code regulations.

1.04 DESIGN CHANGES

- A. Attention is called to redesign, drawings, additional material and/or labor resulting from materials and/or methods supplied under this Section that differ from design or materials indicated on the Drawings or as specified. The General Contractor shall bear all costs for such changes whether related to work under this section or work under other sections, if the building proposed affects a change in the details and design shown on the Drawings or as specified.

1.05 SHOP DRAWINGS

- A. Submit complete shop drawings for all aspects of the proposed dispatch building. This submittal shall include the foundation and anchoring design requirements for the building.
- B. Shop drawings shall include construction and clearances required, location of anchor bolts, method of anchoring and all reactions for the proper checking of foundation design.
- C. Shop drawings shall be submitted well in advance of the delivery of the building so that all aspects of the framing, side walls and other details may be properly checked.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The contractor shall provide a dispatch building conforming to the drawings and as specified herein. Design, materials, material fabrication and erection instructions for the dispatch building system shall be furnished by the contractor and the building manufacturer.
- B. The dispatch building consists of five rooms (office, restroom, meeting room storage room and mechanical room) and hallway meeting the dimensions and elevations shown on the plans.
- C. The office construction shall meet the minimum requirements described below, unless otherwise approved in writing by the Engineer.

2.02 FLOOR

- A. 6" thick reinforced concrete slab
- B. Covering: Vinyl Tile in Restroom, Carpet (26oz. min) in Office, Hallway, Meeting Room, & Storage Room

2.04 WALLS

- A. Exterior Studs: 2x6, 16" o.c.
- B. Insulation: R-19 (min)
- C. Interior Studs: 2x4
- D. Chase Walls: 2x6
- E. Interior Covering: 1/2" gypsum wallboard (moisture and mildew resistant in bathroom), finished, primed & painted (2 coats)

- F. Exterior Weather Barrier: Dupont Tyvek CommercialWrap or approved equal
- G. Siding: Vinyl – Stanard Color to be selected by Owner
- H. Exterior Trim: White Vinyl

2.05 ROOF

- A. Roof Framing: 2x10 Rafters
- B. Insulation: R-30 (min)
- C. Sheathing: ½" CDX
- D. Ceiling: 5/8" gypsum wallboard (moisture and mildew resistant in bathroom), finished, primed & painted (2 coats) - no popcorn texture
- E. Ceiling Height: 8'-0" (min)
- F. Roofing: 30 Year Architectural Shingles
- G. Vents: Soffit Vent & Ridge Vent
- H. Roof shall be constructed at 45 degree angle to discourage bird roosting and tie into the interior wall paneling system of the transfer station building. Flashing to be installed at tie in location to provide water-tight connection.
- I. Provide drop down attic hatch with stairs in storage room.

2.06 EXTERIOR DOOR

- A. One Door: 3-0 x 6-8 Steel (metal frame) insulated
- B. Hardware: Keyed Lockset with matching deadbolt
- C. Finish: Painted
- D. Accessories: 4"x24" Wire Glass

2.07 INTERIOR DOORS

- A. Door: Wood Hollow Core
- B. Frame: Wood, Painted
- C. Hardware: Restroom with interior Lockset, All others with keyed exterior lockset
- D. Finish: Painted

2.08 WINDOWS

- A. Exterior: Energy Efficient Double Hung with vinyl casement
- B. Glass: Argon filled Low-E insulating dual pane glass
- C. Hardware: Sash Locks
- D. Frame: Wood, Painted
- E. Finish: Painted
- F. Screen: Removable Insect Screens

2.09 ELECTRICAL

- A. Per Contract Drawings

2.10 LIGHTING

- A. As Per Contract Drawings

2.11 PLUMBING

- A. As Per Contract Drawings

- B. Bathroom facilities, including toilet, sink, faucet, grab bars, insulation, etc shall comply with all applicable ADA requirements and the CT State Building Code for accessible facilities.
- C. Grab bars to be installed in bathroom as per Contract Drawings. Bars to be per ADA requirements, 1.5" diameter stainless steel, mounted 33" to 36" above finished floor. Bobrick B-2606 series or approved equal.

2.12 HVAC

- A. As Per Contract Drawings

PART 3 - EXECUTION

3.01 ERECTION

- A. The builder shall be responsible for all temporary shoring and bracing required during the erection of the dispatch building and is responsible for the safety on the job.
- B. All hardware, fasteners, sealant, and other appurtenances shall be the industry standard and shall be included to provide a complete installation complying with all applicable regulatory codes.
- C. All phases of erection and construction shall be performed by and are the responsibility of the builder.

TAB G

Prevailing Wage Rate Information

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

**Minimum Rates and Classifications
for Building Construction**

B 12949

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

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

Project Number

Project Town Old Lyme

State#:

FAP#

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

CLASSIFICATION

Hourly Rate

Benefits

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings - Last updated 9/1/08

24.25

10.76

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**

2) Boilermaker

33.79

34% + 8.96

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.18	20.44 + a
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3b) Tile Setter	30.78	16.98
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3c) Terrazzo Workers, Marble Setters - Last updated 10/1/08	30.91	19.12
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3d) Tile, Marble & Terrazzo Finishers	24.90	14.78
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3e) Plasterer	32.18	20.44
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-----LABORERS-----

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

4) Group 1: Laborers (common or general), carpenter tenders, wrecking laborers, fire watchers.	24.25	14.45
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	24.50	14.45
4b) Group 3: Jackhammer operators, mason tender (brick) and mason tender (cement/concrete)	24.75	14.45
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections)[If using this classification call the Labor Department for clarification] Last updated 4/8/09	25.25	14.45
4d) Group 5: Air track operators, Sand blasters - Last updated 4/8/09	25.00	14.45
4e) Group 6: Nuclear toxic waste removers, blasters - Last updated 4/8/09	27.25	14.45

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

4f) Group 7: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped) - Last updated 4/5/09	25.25	14.45
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	24.75	14.45
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew - Last updated 4/8/09	24.25	14.45
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	29.00	17.80
5a) Millwrights	29.75	17.80
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	34.95	19.50

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	42.34	18.285+a+b
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-----LINE CONSTRUCTION-----

Groundman	22.67	6.50% + 6.20
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Linemen/Cable Splicer	41.22	6.5% + 12.20
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8) Glazier (Trade License required: FG-1,2)	31.73	14.55 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	32.75	25.08 + a
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As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

----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. and over. (Trade License Required)	34.05	17.75 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	33.73	17.75 + a
Group 3: Excavator, Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; 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.).	32.99	17.75 + a
Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	32.60	17.75 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; 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)	32.01	17.75 + a

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 32.01 17.75 + a

Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 31.70 17.75 + 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 Mandrell). 31.36 17.75 + a

Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine. 30.96 17.75 + a

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). 30.53 17.75 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 28.49 17.75 + a

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 28.49 17.75 + a

Group 12: Wellpoint operator. 28.43 17.75 + a

Group 13: Compressor battery operator. 27.85 17.75 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 26.71 17.75 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 26.30 17.75 + a

Group 16: Maintenance Engineer/Oiler. 25.65 17.75 + a

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	29.96	17.75 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	27.54	17.75 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush, Roller	28.17	14.55
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10b) Taper/Drywall Finisher	28.92	14.55
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10c) Paperhanger	28.67	14.55
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Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

10e) Spray	31.17	14.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	36.32	21.26
12) Post Digger, Well Digger, Pile Testing Machine	32.01	17.75 + a
13) Roofer (composition)	31.10	14.46
14) Roofer (slate & tile)	31.60	14.46
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	31.57	25.92

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	36.32	21.26
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-----TRUCK DRIVERS-----

17a) 2 Axle	26.98	13.48 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.08	13.48 + a
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17c) 3 Axle Ready Mix	27.13	13.48 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	27.18	13.48 + a
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As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

17e) 4 Axle Ready Mix	27.23	13.48 + a
17f) Heavy Duty Trailer (40 Tons and Over)	27.43	13.48 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	27.23	13.48 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	39.30	17.25 + a

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

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*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol

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.

As of: Monday, November 09, 2009

Project: Construction Of Bus Parking Facility And Dispatch Building At Four Mile River Road

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: Monday, November 09, 2009

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, Plasters, Stone Masons
(Building Construction)
(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.

Bricklayer (Residential- Fairfield County)

- a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours.

Electricians

Fairfield County: West of the Five Mile River in Norwalk

- a. \$2.00 per hour not to exceed \$14.00 per day.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor 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 workdays 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 workday preceding the holiday or the regular workday following the holiday.

Roofers

- a. Paid Holidays: July 4th, 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.

November 29, 2006

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

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

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

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

Forklift Operator:

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

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

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

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

Information Bulletin

Occupational Classifications

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

♪ 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.

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

Asbestos Insulator

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

Carpenter

- Assembly and installation of modular furniture/furniture systems.
[New] a. Free-standing furniture is not covered. This includes: 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.
- Applies fire stopping materials on fire resistive joint systems only.
- Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings.
- Installation of curtain/window walls only where attached to wood or metal studs.

Cleaning Laborer

- The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

Delivery Personnel (Revised)

- 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/tradesman and not a delivery personnel.

Electrician

- Installation or maintenance of telecommunication, LAN wiring or computer equipment.
- Low voltage wiring.

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

- Installs light metal sash, head sills, and 2-story aluminum storefronts.
- Installation of aluminum window walls and curtain walls is the "joint work" of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce.

Ironworkers

- Handling, sorting, and installation of reinforcing steel (rebar).
- Installation of aluminum window walls and curtain walls is the "joint work" of the Glaziers and Ironworkers classification which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.
- Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.

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. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

Lead Paint Removal

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

Roofers

- Preparation of surface, tear-off and/or removal of any type of roofing, and/or clean-up of any areas where a roof is to be relaid.

Sheet Metal Worker

- 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, wall panel siding, 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. Insulated metal and insulated composite panels are still installed by the Iron Worker. 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.

Truck Drivers

- Truck Drivers delivering asphalt are covered under prevailing wage while on the site and directly involved in the paving operation.
- 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 the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd, Wethersfield, CT 06 109 at (860) 263-6543.

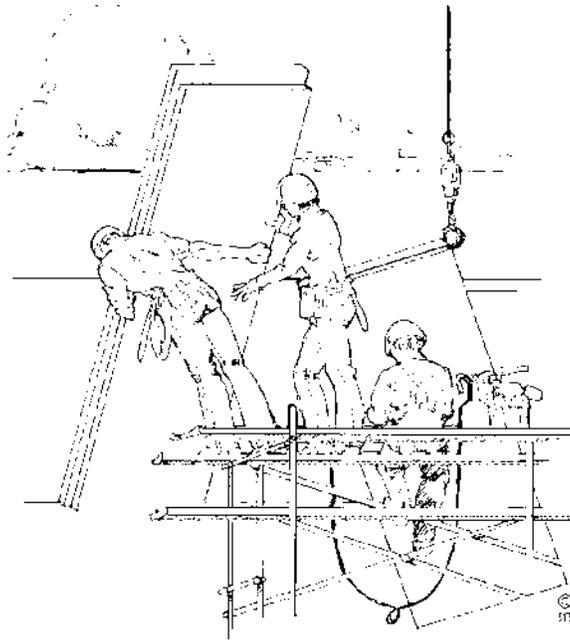
~NOTICE~

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: _____

***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 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.

 (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.

 (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**

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;
- (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.

TAB H

Site Environmental Investigation

EVALUATION OF PROPOSED BUS LOT
OLD LYME LANDFILL / TRANSFER STATION
FOUR MILE RIVER ROAD
OLD LYME, CONNECTICUT

OCTOBER 2008

Prepared For:

TOWN OF OLD LYME
52 Lyme Street
Old Lyme, Connecticut 06371



Prepared By:

ANCHOR ENGINEERING SERVICES, INC.
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October 16, 2008

Mr. Timothy Griswold
First Selectman
Town of Old Lyme
52 Lyme Street
Old Lyme, Connecticut 06371

Re: Proposed School Bus Lot
Old Lyme Landfill / Transfer Station

Dear Mr. Griswold:

Anchor Engineering has performed a limited evaluation of soil, groundwater, and landfill decomposition gases in the vicinity of the proposed bus lot at the Old Lyme Landfill / Transfer Station property. The purpose of the evaluation was to identify risks and possible remediation strategies, if necessary, for detected soil, groundwater, and landfill gases. Attached is a brief report that summarizes the field work performed, the analytical results, the relationship of these results to the DEP's Remediation Standard Regulations, and potential risks associated with parking school buses on this site.

This report concludes paving and operating the proposed bus lot is not expected to pose any significant health effects on the bus company employees or the students that they transport.

If you have any questions or comments concerning this report, please do not hesitate to call us at (860) 633-8770.

Sincerely,

D. Scott Atkin, LEP
Vice President

Matthew N. Brown, P.E.
Project Manager

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PLANS

- 1 School Bus Parking Facility, Conceptual Grading Plan

TABLES

- 1 Test Pit Field Observations
- 2 Soil Analytical Results
- 3 Groundwater Analytical Results
- 4 Landfill Gas Monitoring Results

ATTACHMENTS

- A Laboratory Analytical Report

1.0 INTRODUCTION

1.1 Purpose and Scope

Anchor Engineering Services, Inc. has been contracted by the Town of Old Lyme to evaluate a section of the Old Lyme Landfill / Transfer Station property for possible use as a future school bus parking lot. The Board of Education has expressed concerns about possible contamination or impacts from the former septic lagoon, the nearby municipal landfill, and a stockpile of deposited material (Stockpile B) in the proposed bus lot location.

To further evaluate these concerns and to determine the possible degree and extent of potential environmental impacts, Anchor Engineering recommends the following steps:

1. Review historic site information to determine the likely locations of former septic sludge lagoons.
2. Excavate a series of test pits in the proposed bus lot area; these test pits will allow an inspection of current subsurface conditions, including soil types, moisture, visual or olfactory evidence of contaminants, and groundwater level. These excavations can also be utilized for geophysical characterization of the area for parking lot integrity purposes.
3. Sample subsurface soil and/or septic lagoon sludge, and groundwater in the area. Analyze the soil, sludge, and groundwater samples for volatile organic compounds, total and SPLP RCRA 8 metals, and polycyclic aromatic hydrocarbons.
4. Evaluate the analytical results in relation to applicable criteria in the Connecticut Remediation Standard Regulations (RSRs) including the Volatilization Criteria, to determine the potential for volatilization of any detected compounds and evaluate if a potential exists for off-gassing to occur from the material through the bituminous pavement, and if so, if the potential concentrations are significant enough to impact workers or bus drivers that may work in the area or contaminate parked school bus vehicles that children later ride.
5. Evaluate the potential for landfill gas impacts to area of the proposed bus lot using a combustible gas indicator.
6. Prepare a letter report summarizing the potential impacts, and outlining potential remediation strategies, if applicable.

1.2 List of Acronyms

CGI -	combustible gas indicator
CH ₄ -	methane
CO ₂ -	carbon dioxide
DEC -	Direct Exposure Criteria for Soils as specified in the DEP RSRs R-DEC – DEC for Soils in Residential Areas I/C-DEC – DEC for Soils in Industrial/Commercial Areas
DEP -	Connecticut Department of Environmental Protection
ELUR -	environmental land use restriction
EPA -	United States Environmental Protection Agency
ETPH -	extractable total petroleum hydrocarbons

GWPC -	Groundwater Protection Criteria for Groundwater as specified in the DEP RSRs
LEL -	lower explosive limit (5% for CH ₄)
LEP -	Connecticut Licensed Environmental Professional
LFG -	landfill gas (aka, decomposition gases)
mg/kg -	milligrams per kilogram (aka, ppm)
mg/L -	milligrams per liter (aka, ppm)
PAHs -	polycyclic aromatic hydrocarbons
PMC -	Pollutant Mobility Criteria for Soils as specified in the DEP RSRs
	GA-PMC – PMC for Soils in Areas with GA or GAA groundwater classifications
	GB-PMC – PMC for Soils in Areas with GB groundwater classifications
ppb -	parts per billion
ppm -	parts per million
RCRA -	Resource Conservation and Recovery Act
RCRA 8 metals -	arsenic, barium, cadmium, chromium, lead, mercury, selenium, silver
RSRs -	Remediation Standard Regulations
SPLP -	synthetic precipitation leaching procedure
SWPC -	Surface Water Protection Criteria for Groundwater as specified in the DEP RSRs
TCLP -	toxicity characteristic leaching procedure
UEL -	upper explosive limit (approximately 15% for CH ₄)
VC -	Volatilization Criteria for Groundwater as specified in the DEP RSRs
	R-VC – VC for Groundwater in Residential Areas
	I/C-VC – VC for Groundwater in Industrial/Commercial Areas
VOCs -	volatile organic compounds
µg/kg -	micrograms per kilogram (aka, ppb)
µg/L -	micrograms per liter (aka, ppb)

1.3 Constituents of Concern

The following constituents of concern have been noted for the proposed bus lot area:

- Volatile Organic Compounds (VOCs)
- Polycyclic Aromatic Hydrocarbons (PAHs)
- Petroleum hydrocarbons
- RCRA 8 metals
- Landfill gas (LFG)

Following is a brief layman's description of and background information on these constituents:

- VOCs are organic compounds often associated with solvents, degreasers, paints, cosmetics, household cleaners, glue, gasoline, and other fuels. Under normal conditions, VOCs vaporize and become airborne. VOCs can be present in soil or groundwater and they can volatilize off of these media and become present in the air.
- PAHs are a group of over 200 long-chain hydrocarbons. PAHs are present in coal, tar, and oil deposits and in asphalt. They are formed as a byproduct of burning fuels, and typical sources include power plants, wood burning, grills, volcanoes, and forest fires. PAHs typically adhere

to soil particles and tend to be not particularly soluble (i.e., they do/may not readily dissolve in or leach into water). They are relatively immobile and persistent in the environment.

- Petroleum hydrocarbons are the primary constituents of oil, gasoline, diesel and heating fuels, and a variety of solvents and penetrating oils. Currently, one test method for petroleum hydrocarbons is the ETPH (extractable total petroleum hydrocarbon) method. In the past, a similar test was called "oil and grease".
- RCRA 8 metals are the eight metals that EPA has determined can be considered hazardous if their detected concentrations by the TCLP test are sufficiently high to have them classified as characteristically toxic. The RCRA 8 metals include arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver.
- LFG is formed during the decomposition of waste materials. LFG is generated at landfills. In general, LFG consists of 45 – 55% methane (CH₄), 45 – 50% carbon dioxide (CO₂), and a few percent of trace compounds, including sulfur products and VOCs. The exact make-up of LFG varies at every landfill based upon a variety of factors, including but not limited to the type and age of materials deposited, cover techniques, and moisture content. Methane is a colorless, odorless gas. The trace compounds in LFG provide its unique aroma.

2.0 FIELD ACTIVITIES

2.1 Test Pit Excavations

On August 15, 2008, Anchor Engineering field personnel oversaw the excavation of six test pits in the vicinity of the proposed bus parking lot and the former sludge drying beds. The test pits were excavated by Town of Old Lyme personnel.

Soil characteristics, including color, geologic description, relative density, odor, and moisture content, were logged at each test pit location. Test pit field observations are summarized on *Table 1*.

2.2 Soil Samples

Soil samples were collected from each test pit excavation. Samples were submitted for analysis of constituents of concern based upon field observations and similarities between soils encountered in each test pit. The following soil samples were selected for analysis: TP-1 at depth of one and eight feet, TP-2 at ten feet, TP-3 at two and ten feet, TP-4 at two and ten feet, and TP-5 at ten feet.

All samples, soil, soil stockpile, and groundwater, were collected in laboratory-supplied containers and delivered to Phoenix Environmental Laboratories of Manchester, Connecticut for analysis under chain-of-custody procedures. Phoenix Environmental is a Department of Public Health certified laboratory.

Soil samples were analyzed for the RCRA 8 metals by total and SPLP methods, ETPH, VOCs, PAHs, and SPLP PAHs. The SPLP test method is used to evaluate the amount of a constituent that may leach off of soil when exposed to typical (slightly acidic) environmental conditions. It is a measure of the constituent's "leachability" into the environment.

2.3 Groundwater Samples

Grab groundwater samples were collected from three of the test pit excavations: TP-1, TP-4, and TP-5. These samples were analyzed for the RCRA 8 metals, VOCs, and PAHs.

2.4 Landfill Gas Monitoring

During the test pit excavations, LFG concentrations were monitored in the field using a GEM-500 gas meter. Unlike many standard combustible gas indicators, this meter is specially designed for use in LFG rich environments.

3.0 RESULTS

3.1 Soil Samples

Test pit soil sample analytical results are presented on *Table 2* and the laboratory report is attached. Soil analytical results are compared to the Direct Exposure Criteria (DEC) and the Pollutant Mobility Criteria (PMC),

- The DEC are health-based standards; they have been established to protect human health from direct exposure to contaminants. Criteria have been developed in the RSRs for both residential (R-DEC) and industrial/commercial (I/C-DEC) applications. The difference in the two DEC are based upon less exposure at industrial/commercial sites.
- The PMC have been established to protect soil contaminants from leaching into the groundwater and impacting it. Criteria have been developed in the RSRs for areas with GA and GB groundwater classifications. The subject site is in a GB groundwater area.

Soil analytical results were compared to the DEC on *Table 2* and the following are noted:

- TP-1 at 1 foot deep - The reported ETPH concentration exceeds the R-DEC, but not the I/C-DEC. Additionally, the following PAHs exceed their respective I/C-DEC: benzo(a)anthracene, benzo(a)pyrene, benzo(k)fluoranthene, and indeno(123cd)-pyrene. Benzo(b)fluoranthene exceeded the R-DEC, but not the I/C-DEC.
- TP-1 at 8 feet deep – One PAH was detected at a concentration below the R-DEC.
- TP-2 at 10 feet deep - The reported ETPH concentration exceeds the R-DEC, but not the I/C-DEC. Detected PAHs are reported at concentrations below their R-DEC.
- TP-3 at 2 feet deep - the following PAHs exceed their respective R-DEC: benzo(a)anthracene, benzo(b)fluoranthene, and indeno(123cd)-pyrene. Benzo(a)pyrene exceeded the I/C-DEC.
- TP-3 at 10 feet deep – The detected ETPH and PAH concentrations were below the R-DEC.
- TP-4 at 10 feet deep – The reported ETPH concentration exceeds the R-DEC, but not the I/C-DEC. No PAHs were detected.
- TP-5 at 10 feet – No PAHs were detected above the R-DEC.

Soil analytical results were compared to the PMC on *Table 2* and the following are noted:

- TP-1 at 1 foot deep - The reported ETPH and SPLP lead concentrations and the majority of the detected PAH concentrations exceed the GA-PMC. The ETPH and SPLP lead concentrations do not exceed the GB-PMC.
- TP-1 at 8 feet deep – One PAH was detected at a concentration below the PMC.
- TP-2 at 10 feet deep – The reported ETPH and SPLP lead concentrations exceed the GA-PMC. These concentrations do not exceed the GB-PMC.
- TP-3 at 2 feet deep – The reported PAH concentrations exceed the GA-PMC.
- TP-3 at 10 feet deep – The detected ETPH and PAH concentrations were below the GA-PMC.
- TP-4 at 10 feet deep – The reported ETPH concentration exceeds the GA-PMC, but not the GB-PMC. No PAHs were detected.
- TP-5 at 10 feet – No PAHs were detected above the GA-PMC.

No other RSR exceedences were noted.

3.2 Groundwater Samples

Groundwater sample analytical results are presented on *Table 3* and the laboratory report is attached. Groundwater results are compared to the Groundwater Protection Criteria (GWPC), Surface Water Protection Criteria (SWPC), and Volatilization Criteria (VC) of the DEP RSRs.

- The GWPC has been implemented by the DEP to protect groundwater resources. The GWPC require groundwater contaminant plumes in high quality groundwater areas be remediated to background quality, or, in certain instances, to levels that adequately protect existing and future uses of groundwater as public or private drinking water supplies.
- The SWPC has been implemented to ensure that surface water quality is not impaired by the discharge of contaminated groundwater.
- The VC has been implemented to protect human health from volatile substances in shallow groundwater that may migrate from groundwater and enter overlying buildings.

In general, the reported concentrations of detected constituents at TP-4 and TP-5 are lower than those reported at TP-1.

Five PAHs were detected in the groundwater sample from TP-1; two PAHs were detected in the groundwater samples from TP-4 and TP-5. Detected benzo(a)anthracene, benzo(a)pyrene, and benzo(b)fluoranthene concentrations all exceeded their respective GWPC. These compounds and the detected acenaphthylene and phenanthrene concentrations also exceed their respective SWPC.

Arsenic concentrations at TP-1 and TP-5 exceed the GWPC of 0.01 mg/L, the chromium concentration exceeded the GWPC of 0.05 mg/L, and lead concentrations at all three test pits exceed the GWPC of 0.015 mg/L.

No VOCs were detected in the groundwater samples. Therefore, no DEP Volatilization Criteria (VC) were exceeded.

3.3 Landfill Gas

LFG concentrations are summarized on *Table 4*. LFG was only detected in one test pit: TP-1 at a depth of approximately six feet below grade. A LFG concentration of 0.1% CH₄ was detected in this test pit. Test pit TP-1 is located further from the landfill disposal area than test pits TP-4, TP-5, and TP-6. This one detection of LFG could not be repeated during subsequent monitoring at the same test pit. No LFG was detected in the other test pits.

Methane is the largest constituent of LFG. Methane is explosive in air in concentrations between 5% (the LEL) and approximately 15% (the UEL). Solid waste regulations call for no methane concentrations to exceed the LEL at the property line and 25% of the LEL in on-site structures. The reported concentration at TP-1 equals 2% of the LEL.

4.0 CONCLUSIONS

Impacts to soil and groundwater quality exist at concentrations in excess of criteria developed in the RSRs. Leachable concentrations of lead (i.e., SPLP lead), ETPH, and PAHs exist at concentration above RSR standards. However, we do not believe that this site is subject to the RSRs at this time. If remediation activities were to commence under Chapter 445 (hazardous waste) or 446k (water pollution control) of the Connecticut General Statutes or under the DEP's Voluntary Remediation Program, then the site would be subject to the RSRs.

Soil concentrations exceed the Direct Exposure Criteria (DEC) designed to protect human health. The DEC criteria are developed assuming several factors including:

- Soil ingestion rates of 100 – 200 mg/day (50 mg at industrial sites)
- Exposure durations of 6 years for children and 24 years for adults (25 years at industrial sites)
- Exposure frequencies of 365 days per year (250 days at industrial sites)
- Body weights of 33 pounds for children and 150 pounds for adults
- Risk levels of one in a million

It is our understanding that the following will be implemented to limit exposure to the soils at this site:

- The proposed bus lot area will be paved on a compacted subgrade
- It will not be used for residential purposes
- It will not be staffed full time
- No children will be allowed direct access to soils at the proposed facility

Therefore, the proposed activity is not anticipated to affect the school buses, the bus company's on-site employees or drivers, or the students that they transport. It should be noted that Anchor Engineering is not a full risk assessment firm. However, this opinion is based on criteria developed by the DEP in conjunction with risk assessors and the Department of Public Health. These criteria are designed to be protective of human health based on exposure to certain contaminant levels.

Groundwater samples collected from the test pits installed on the site did show concentrations of arsenic, chromium, lead, and PAHs that exceeded GWPC. The closest water supply well to the proposed bus parking lot is the well installed at the landfill / transfer station. To fully evaluate potential impacts to this on-site water supply well, a representative sample should be tested for arsenic, chromium, lead, and PAHs. In the interim, it is recommended that the water from this well not be used for drinking.

No significant LFG concentrations were detected in the area of the proposed bus parking lot. LFG was detected in one location at a concentration of 2% of the LEL. LFG is not a significant concern for the use of this area for a bus parking lot.

TABLE 1
TEST PIT OBSERVATIONS

Test Pit	Total Depth	Depth to Groundwater	Subsurface Zones	Description	Soil Samples Analyzed	Groundwater Samples Analyzed
TP-1	8'	8'	0 to 6"	organic wet topsoil mix, with many leaves	TP-1(1'), TP-1(8')	TP-1
			6" to 8'	large blasted rock boulders ranging in size from basketball-sized to 3' boulders; remaining soil was medium grained brown sandy mix.		
TP-2	10'	no groundwater encountered	0 to 6"	organic wet topsoil mix, with many leaves	TP-2(10')	none
			6" to 10'	large blasted rock boulders ranging in size from basketball-sized to 3' boulders; remaining soil was medium grained brown sandy mix. Slight septic odor at bottom of excavation		
TP-3	12'	no groundwater encountered	0 to 6"	organic wet topsoil mix, with many leaves	TP-3(2'), TP-3(10')	none
			6" to 12'	large blasted rock boulders ranging in size from basketball-sized to 3' boulders; remaining soil was medium grained brown sandy mix. Soil was moist at bottom of excavation.		
TP-4	8'	8'	0 to 6"	organic wet topsoil mix, with many leaves	TP-4(2'), TP-4(10')	TP-4
			6" to 3'	black stained very fine silt/sand mix, very uniform, slight petroleum-like odor		
			3' to 8'	large blasted rock boulders ranging in size from basketball-sized to 3' boulders and many small logs; remaining soil was medium grained brown sandy mix.		
			8' to 10'	oily black stained soil, strong petroleum-like odor, similar blasted rock boulders		
TP-5	11'	9'	0 to 6"	organic wet topsoil mix, with many leaves	TP-5(10')	TP-5
			6" to 11'	large blasted rock boulders ranging in size from basketball-sized to 3' boulders; remaining soil was medium to coarse grained brown sandy mix; some dark staining at bottom, strong septic odor.		
TP-6	11'	no groundwater encountered	0 to 4'	large blasted rock boulders ranging in size from basketball-sized to 3' boulders; remaining soil was medium grained brown sandy mix.	none	none
			4' to 11'	medium to coarse grey/brown sand and silt; no boulders encountered below 4'.		

TABLE 2
SOIL ANALYTICAL RESULTS

PARAMETER	UNITS	RSR CRITERIA			TEST PIT LOCATION & DEPTH							
		RES DEC	I/C DEC	GA PMC	TP-1 (1 ft.)	TP-1 (8 ft.)	TP-2 (10 ft.)	TP-3 (2 ft.)	TP-3 (10 ft.)	TP-4 (2 ft.)	TP-4 (10 ft.)	TP-5 (10 ft.)
LAB SAMPLE #	-	-	-	-	AQ62716	AQ62717	AQ62719	AQ62720	AQ62721	AQ62722	AQ62723	AQ62725
DATE	-	-	-	-	8/15/08	8/15/08	8/15/08	8/15/08	8/15/08	8/15/08	8/15/08	8/15/08
METALS												
Silver	mg/kg	340	10,000	-	<0.35	0.50	3.55	<0.36	<0.34	0.76	3.8	<0.46
Arsenic	mg/kg	10	10	-	3.2	1.2	2.3	1.9	0.9	8.1	5.2	2.2
Barium	mg/kg	4,700	140,000	-	38.2	63.2	196	50.7	59.2	46.9	324	113
Cadmium	mg/kg	34	1,000	-	<0.35	1.61	2.22	<0.36	<0.34	<0.52	<1.0	<0.46
Chromium	mg/kg	100	100	-	8.48	14.1	20.9	14.6	14.0	46.4	59.6	27.3
Mercury	mg/kg	20	610	-	<0.09	0.14	0.79	<0.08	0.09	0.18	3.88	<0.08
Lead	mg/kg	400*	1,000	-	68.5	18.4	102	16.0	7.43	32.2	89.9	11.8
Selenium	mg/kg	340	10,000	-	<1.8	<2.0	<2.1	<1.8	<1.7	<2.6	<5.3	<2.3
SPLP Silver	mg/L	-	-	0.036	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010
SPLP Arsenic	mg/L	-	-	0.05	<0.004	<0.004	<0.004	<0.004	<0.004	<0.004	<0.004	<0.004
SPLP Barium	mg/L	-	-	1	0.052	0.050	0.128	0.055	0.031	0.061	0.158	0.079
SPLP Cadmium	mg/L	-	-	0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005	<0.005
SPLP Chromium	mg/L	-	-	0.05	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010	<0.010
SPLP Mercury	mg/L	-	-	0.002	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001
SPLP Lead	mg/L	-	-	0.015	0.036	<0.015	0.042	<0.015	<0.015	<0.015	<0.015	<0.015
SPLP Selenium	mg/L	-	-	0.05	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020	<0.020
TOTAL PETROLEUM HYDROCARBONS												
ETPH	mg/kg	500	2,500	500	770	-	680	440	-	110	2500	-
VOLATILE ORGANIC COMPOUNDS DETECTED												
Acetone	ug/kg	500,000	1,000,000	14,000	ND	ND	270	ND	ND	210	ND	ND
1,2-Dichlorobenzene	ug/kg	500,000	1,000,000	3,100	ND	ND	34	ND	ND	ND	780	ND
1,3-Dichlorobenzene	ug/kg	500,000	1,000,000	12,000	ND	ND	ND	ND	ND	ND	390	ND
1,4-Dichlorobenzene	ug/kg	26,000	240,000	1,500	ND	ND	230	ND	ND	ND	660	ND
Carbon Disulfide	ug/kg	500,000	1,000,000	14,000	ND	ND	13	ND	ND	ND	ND	ND
Chlorobenzene	ug/kg	500,000	1,000,000	2,000	ND	ND	20	ND	ND	ND	ND	ND
Ethylbenzene	ug/kg	500,000	1,000,000	10,100	ND	ND	9.9	ND	ND	ND	ND	ND
Methyl Ethyl Ketone	ug/kg	500,000	1,000,000	8,000	ND	ND	130	ND	ND	81	ND	ND
p-Isopropyltoluene	ug/kg	500,000	1,000,000	600	ND	ND	18	ND	ND	ND	ND	ND
Toluene	ug/kg	500,000	1,000,000	20,000	ND	ND	48	ND	ND	ND	ND	ND
Naphthalene	ug/kg	1,000,000	2,000,000	5,600	6.2	ND	ND	ND	ND	ND	ND	ND
POLYCYCLIC AROMATIC HYDROCARBONS DETECTED												
Acenaphthylene	ug/kg	1,000,000	2,500,000	8,400	8900	ND	ND	1700	ND	ND	ND	ND
Anthracene	ug/kg	1,000,000	2,500,000	40,000	8000	ND	ND	1400	ND	ND	ND	ND
Benz(a)anthracene	ug/kg	1,000	7,800	1,000	23000	ND	620	3700	ND	ND	ND	ND
Benzo(a)pyrene	ug/kg	1,000	1,000	1,000	23000	ND	620	4300	ND	ND	ND	ND
Benzo(b)fluoranthene	ug/kg	1,000	7,800	1,000	37000	ND	940	5800	ND	ND	ND	ND
Benzo(ghi)perylene	ug/kg	1,000,000	2,500,000	4,200	16000	ND	430	2800	ND	ND	ND	ND
Benzo(k)fluoranthene	ug/kg	8,400	78,000	1,000	11000	ND	ND	1800	ND	ND	ND	ND
Chrysene	ug/kg	84,000	780,000	1,000	29000	ND	700	4100	ND	ND	ND	ND
Fluoranthene	ug/kg	1,000,000	2,500,000	5,600	63000	520	1200	6900	420	ND	ND	470
Indeno (1,2,3-cd)pyrene	ug/kg	1,000	7,800	1,000	13000	ND	ND	2500	ND	ND	ND	ND
Phenanthrene	ug/kg	1,000,000	2,500,000	4,000	45000	ND	550	3700	ND	ND	ND	ND
Pyrene	ug/kg	1,000,000	2,500,000	4,000	54000	ND	1200	6800	410	ND	ND	ND

NOTES:

* = codified criterion for lead RDEC is 500 ppm, but the recommended cleanup c
R-DEC = Residential Direct Exposure Criteria
I/C-DEC = Industrial/Commercial Direct Exposure Criteria
GA-PMC = Pollutant Mobility Criteria for GA Groundwater Areas
NE = Not Established
Only detected compounds are presented in this table.

Reported concentrations that exceed applicable cleanup standards are presented in bold font
ug/kg = micrograms per kilogram
mg/kg = milligrams per kilogram
mg/l = milligrams per liter
"- " = Not Analyzed
ND = Not Detected

TABLE 3
GROUNDWATER ANALYTICAL RESULTS

PARAMETER	UNITS	DEP Criteria				Test Pit Location					
		GWPC	SWPC	R-VC	I/C-VC	TP-1	TP-4	TP-5	TP-1	TP-4	TP-5
LAB SAMPLE #	-	-	-	-	-	AQ62710	AQ62711	AQ62712	AQ62710	AQ62711	AQ62712
DATE	-	-	-	-	-	8/15/08	8/15/08	8/15/08	8/15/08	8/15/08	8/15/08
METALS											
Silver	mg/l	0.036	0.012	NE	NE	<0.001	<0.001	<0.001	<0.001	<0.001	<0.001
Arsenic	mg/l	0.05	0.004	NE	NE	0.024	<0.004	<0.004	0.016	<0.004	0.016
Barium	mg/l	1	NE	NE	NE	0.52	0.157	0.157	0.167	0.157	0.167
Cadmium	mg/l	0.005	0.006	NE	NE	0.005	<0.001	<0.001	0.002	<0.001	0.002
Chromium	mg/l	0.05	0.110	NE	NE	0.1	0.028	0.028	0.028	0.028	0.028
Mercury	mg/l	0.002	0.0004	NE	NE	0.0017	<0.0004	<0.0004	<0.0004	<0.0004	<0.0004
Lead	mg/l	0.015	0.013	NE	NE	0.209	0.023	0.023	0.052	0.023	0.052
Selenium	mg/l	0.05	0.05	NE	NE	<0.010	<0.010	<0.010	0.030	<0.010	0.030
VOLATILE ORGANIC COMPOUNDS DETECTED											
VOCs	ug/l	Varies	Varies	Varies	Varies	ND	ND	ND	ND	ND	ND
SEMI-VOLATILE ORGANIC COMPOUNDS DETECTED											
Acenaphthylene	ug/l	420	0.3	NE	NE	0.4	ND	ND	ND	ND	ND
Benz(a)anthracene	ug/l	0.06	0.3	NE	NE	0.52	0.08	0.08	0.14	0.08	0.14
Benzo(a)pyrene	ug/l	0.2	0.3	NE	NE	0.54	ND	ND	ND	ND	ND
Benzo(b)fluoranthene	ug/l	0.08	0.3	NE	NE	0.76	ND	ND	0.21	ND	0.21
Phenanthrene	ug/l	200	0.077	NE	NE	1.8	0.32	0.32	ND	0.32	ND

NOTES:

GWPC = Groundwater Protection Criteria

SWPC = Surface Water Protection Criteria

R-VC = Residential Volatilization Criteria

I/C-VC = Industrial/Commercial Volatilization Criteria

Only detected compounds are presented in this table.

Reported concentrations that exceed applicable cleanup standards are presented in bold font.

mg/l = milligrams per liter

ug/l = micrograms per liter

NA = Not Analyzed

ND = Not Detected

NE = Not Established

TABLE 4
 LANDFILL GAS MONITORING RESULTS

Test Pit	Sample Depth	Methane (%)	Carbon Dioxide (%)	Oxygen (%)	Balance (%)
Ambient Air	4' ags	0	0	19.3	80.7
TP-1	6' bgs	0.1	10.5	11	78.4
TP-2	6' bgs	0	0	19.2	80.8
TP-3	6' bgs	0	0	19.3	80.7
TP-4	6' bgs	0	0.4	19	80.6
TP-5	6' bgs	0	0.6	18.4	81
TP-6	6' bgs	0	5.6	12.9	81.4



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date

08/15/08
 08/15/08

Time

9:05
 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62716

Client ID: OLD LYME BUS DEPOT TP1 (1)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.35	0.35	mg/Kg	08/19/08		TH	SW6010
Arsenic	3.2	0.7	mg/Kg	08/19/08		TH	SW6010
Barium	38.2	0.35	mg/Kg	08/19/08		TH	SW6010
Cadmium	< 0.35	0.35	mg/Kg	08/19/08		TH	SW6010
Chromium	8.48	0.35	mg/Kg	08/19/08		TH	SW6010
Mercury	< 0.09	0.09	mg/kg	08/19/08		RS	SW-7471
Lead	68.5	0.35	mg/Kg	08/19/08		TH	SW6010
Selenium	< 1.8	1.8	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		EK	E1312/SW6010
SPLP Barium	0.052	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		EK	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	0.036	0.015	mg/L	08/28/08		EK	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		EK	E1312/SW6010
Percent Solid	91		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		I/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
2-Hexanone	ND	23	ug/Kg	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	23	ug/Kg	08/22/08		R/J	SW8260
Acetone	ND	93	ug/Kg	08/22/08		R/J	SW8260
Acrylonitrile	ND	9.3	ug/Kg	08/22/08		R/J	SW8260
Benzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Bromobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Bromochloromethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Bromodichloromethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Bromoform	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Bromomethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Carbon Disulfide	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Chlorobenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Chloroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Chloroform	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Chloromethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Dibromochloromethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Dibromoethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Dibromomethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Ethylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Isopropylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
m&p-Xylene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Methyl Ethyl Ketone	ND	28	ug/Kg	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	9.3	ug/Kg	08/22/08		R/J	SW8260
Methylene chloride	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Naphthalene	6.2	4.7	ug/Kg	08/22/08		R/J	SW8260
n-Butylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
n-Propylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
o-Xylene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Styrene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Tetrachloroethene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	9.3	ug/Kg	08/22/08		R/J	SW8260
Toluene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Total Xylenes	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	9.3	ug/Kg	08/22/08		R/J	SW8260
Trichloroethene	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
Vinyl chloride	ND	4.7	ug/Kg	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	100		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	78		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	106		%	08/22/08		R/J	SW8260
% Toluene-d8	92		%	08/22/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	7200	ug/Kg	08/20/08		KCA	SW 8270
Acenaphthene	ND	7200	ug/Kg	08/20/08		KCA	SW 8270
Acenaphthylene	8900	7200	ug/Kg	08/20/08		KCA	SW 8270
Anthracene	8000	7200	ug/Kg	08/20/08		KCA	SW 8270
Benz(a)anthracene	23000	7200	ug/Kg	08/20/08		KCA	SW 8270
Benzo(a)pyrene	23000	7200	ug/Kg	08/20/08		KCA	SW 8270
Benzo(b)fluoranthene	37000	7200	ug/Kg	08/20/08		KCA	SW 8270
Benzo(ghi)perylene	16000	7200	ug/Kg	08/20/08		KCA	SW 8270
Benzo(k)fluoranthene	11000	7200	ug/Kg	08/20/08		KCA	SW 8270
Chrysene	29000	7200	ug/Kg	08/20/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	7200	ug/Kg	08/20/08		KCA	SW 8270
Fluoranthene	63000	7200	ug/Kg	08/20/08		KCA	SW 8270
Fluorene	ND	7200	ug/Kg	08/20/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	13000	7200	ug/Kg	08/20/08		KCA	SW 8270
Naphthalene	ND	7200	ug/Kg	08/20/08		KCA	SW 8270
Phenanthrene	45000	7200	ug/Kg	08/20/08		KCA	SW 8270
Pyrene	54000	7200	ug/Kg	08/20/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	Diluted Out		%	08/20/08		KCA	SW 8270
% Nitrobenzene-d5	Diluted Out		%	08/20/08		KCA	SW 8270
% Terphenyl-d14	Diluted Out		%	08/20/08		KCA	SW 8270

Client ID: OLD LYME BUS DEPOT TP1 (1)

Phoenix I.D.: AQ62716

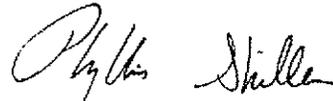
Parameter	Result	RL	Units	Date	Time	By	Reference
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1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time

08/15/08 9:10
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62717

Client ID: OLD LYME BUS DEPOT TP1 (8)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	0.50	0.40	mg/Kg	08/19/08		TH	SW6010
Arsenic	1.2	0.8	mg/Kg	08/19/08		TH	SW6010
Barium	63.2	0.40	mg/Kg	08/19/08		TH	SW6010
Cadmium	1.61	0.40	mg/Kg	08/19/08		TH	SW6010
Chromium	14.1	0.40	mg/Kg	08/19/08		TH	SW6010
Mercury	0.14	0.07	mg/kg	08/19/08		RS	SW-7471
Lead	18.4	0.40	mg/Kg	08/19/08		TH	SW6010
Selenium	< 2.0	2.0	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.050	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	< 0.015	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	82		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		II/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
2-Hexanone	ND	24	ug/Kg	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	24	ug/Kg	08/22/08		R/J	SW8260
Acetone	ND	96	ug/Kg	08/22/08		R/J	SW8260
Acrylonitrile	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Benzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromochloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromodichloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromoform	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromomethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Carbon Disulfide	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chloroform	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dibromochloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dibromoethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dibromomethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Ethylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Isopropylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
m&p-Xylene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Methyl Ethyl Ketone	ND	29	ug/Kg	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Methylene chloride	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Naphthalene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
n-Butylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
n-Propylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
o-Xylene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Styrene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Tetrachloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Toluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Total Xylenes	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Trichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Vinyl chloride	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	100		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	79		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	98		%	08/22/08		R/J	SW8260
% Toluene-d8	93		%	08/22/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthylene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Anthracene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Benz(a)anthracene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Benzo(a)pyrene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Benzo(b)fluoranthene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Benzo(ghi)perylene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Benzo(k)fluoranthene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Chrysene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Fluoranthene	520	400	ug/Kg	08/19/08		KCA	SW 8270
Fluorene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Naphthalene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Phenanthrene	ND	400	ug/Kg	08/19/08		KCA	SW 8270
Pyrene	470	400	ug/Kg	08/19/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	59		%	08/19/08		KCA	SW 8270
% Nitrobenzene-d5	56		%	08/19/08		KCA	SW 8270
% Terphenyl-d14	70		%	08/19/08		KCA	SW 8270

Client ID: OLD LYME BUS DEPOT TP1 (8)

Phoenix I.D.: AQ62717

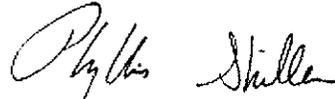
Parameter	Result	RL	Units	Date	Time	By	Reference
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† = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.

587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

September 02, 2008

FOR: Attn: Mr. Brian Holdt
Anchor Engineering
Services, Inc.
41 Sequin Drive
Glastonbury, CT 06033

Sample Information

Matrix: SOIL
Location Code: ANCHOR
Rush Request:
P.O.#: 717-10

Custody Information

Collected by: BH
Received by: DL
Analyzed by: see "By" below

Date Time
08/15/08 10:05
08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
Phoenix I.D.: AQ62718

Client ID: OLD LYME BUS DEPOT TP2 (1)

Parameter	Result	RL	Units	Date	Time	By	Reference
On Hold	Pending						

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level

Phyllis Shiller, Laboratory Director
September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 10:10
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62719

Client ID: OLD LYME BUS DEPOT TP2 (10)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	3.55	0.43	mg/Kg	08/19/08		TH	SW6010
Arsenic	2.3	0.8	mg/Kg	08/19/08		TH	SW6010
Barium	196	0.43	mg/Kg	08/19/08		TH	SW6010
Cadmium	2.22	0.43	mg/Kg	08/19/08		TH	SW6010
Chromium	20.9	0.43	mg/Kg	08/19/08		TH	SW6010
Mercury	0.79	0.1	mg/kg	08/19/08		RS	SW-7471
Lead	102	0.43	mg/Kg	08/19/08		TH	SW6010
Selenium	< 2.1	2.1	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.128	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	0.042	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	78		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		J/C/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	34	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	230	9.1	ug/Kg	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
2-Hexanone	ND	23	ug/Kg	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	23	ug/Kg	08/22/08		R/J	SW8260
Acetone	270	91	ug/Kg	08/22/08		R/J	SW8260
Acrylonitrile	ND	9.1	ug/Kg	08/22/08		R/J	SW8260
Benzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Bromobenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Bromochloromethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Bromodichloromethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Bromoform	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Bromomethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Carbon Disulfide	13	4.6	ug/Kg	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Chlorobenzene	20	4.6	ug/Kg	08/22/08		R/J	SW8260
Chloroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Chloroform	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Chloromethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Dibromochloromethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Dibromoethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Dibromomethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Ethylbenzene	9.9	4.6	ug/Kg	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Isopropylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
m&p-Xylene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Methyl Ethyl Ketone	130	27	ug/Kg	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	9.1	ug/Kg	08/22/08		R/J	SW8260
Methylene chloride	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Naphthalene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
n-Butylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
n-Propylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
o-Xylene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
p-Isopropyltoluene	18	4.6	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Styrene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Tetrachloroethene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	9.1	ug/Kg	08/22/08		R/J	SW8260
Toluene	48	4.6	ug/Kg	08/22/08		R/J	SW8260
Total Xylenes	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	9.1	ug/Kg	08/22/08		R/J	SW8260
Trichloroethene	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
Vinyl chloride	ND	4.6	ug/Kg	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	92		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	82		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	113		%	08/22/08		R/J	SW8260
% Toluene-d8	84		%	08/22/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthylene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Anthracene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Benz(a)anthracene	620	420	ug/Kg	08/19/08		KCA	SW 8270
Benzo(a)pyrene	620	420	ug/Kg	08/19/08		KCA	SW 8270
Benzo(b)fluoranthene	940	420	ug/Kg	08/19/08		KCA	SW 8270
Benzo(ghi)perylene	430	420	ug/Kg	08/19/08		KCA	SW 8270
Benzo(k)fluoranthene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Chrysene	700	420	ug/Kg	08/19/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Fluoranthene	1200	420	ug/Kg	08/19/08		KCA	SW 8270
Fluorene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Naphthalene	ND	420	ug/Kg	08/19/08		KCA	SW 8270
Phenanthrene	550	420	ug/Kg	08/19/08		KCA	SW 8270
Pyrene	1200	420	ug/Kg	08/19/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	42		%	08/19/08		KCA	SW 8270
% Nitrobenzene-d5	31		%	08/19/08		KCA	SW 8270
% Terphenyl-d14	38		%	08/19/08		KCA	SW 8270

Parameter	Result	RL	Units	Date	Time	By	Reference
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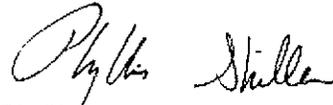
I = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

**Poor internal standard response were observed for volatiles due to matrix interference. Sample was analyzed twice with similar results.

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 11:15
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62720

Client ID: OLD LYME BUS DEPOT TP3 (2)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.36	0.36	mg/Kg	08/19/08		TH	SW6010
Arsenic	1.9	0.7	mg/Kg	08/19/08		TH	SW6010
Barium	50.7	0.36	mg/Kg	08/19/08		TH	SW6010
Cadmium	< 0.36	0.36	mg/Kg	08/19/08		TH	SW6010
Chromium	14.6	0.36	mg/Kg	08/19/08		TH	SW6010
Mercury	< 0.08	0.08	mg/kg	08/19/08		RS	SW-7471
Lead	16.0	0.36	mg/Kg	08/19/08		TH	SW6010
Selenium	< 1.8	1.8	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.055	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	< 0.015	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	88		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		J/C/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
2-Hexanone	ND	25	ug/Kg	08/22/08		R/J	SW8260
2-isopropyltoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	25	ug/Kg	08/22/08		R/J	SW8260
Acetone	ND	100	ug/Kg	08/22/08		R/J	SW8260
Acrylonitrile	ND	10	ug/Kg	08/22/08		R/J	SW8260
Benzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromochloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromodichloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromoform	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromomethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Carbon Disulfide	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chloroform	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dibromochloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dibromoethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dibromomethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Ethylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Isopropylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
m&p-Xylene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Methyl Ethyl Ketone	ND	30	ug/Kg	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	10	ug/Kg	08/22/08		R/J	SW8260
Methylene chloride	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Naphthalene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
n-Butylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
n-Propylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
o-Xylene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Styrene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Tetrachloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	10	ug/Kg	08/22/08		R/J	SW8260
Toluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Total Xylenes	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	10	ug/Kg	08/22/08		R/J	SW8260
Trichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Vinyl chloride	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	105		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	73		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	110		%	08/22/08		R/J	SW8260
% Toluene-d8	96		%	08/22/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	750	ug/Kg	08/20/08		KCA	SW 8270
Acenaphthene	ND	750	ug/Kg	08/20/08		KCA	SW 8270
Acenaphthylene	1700	750	ug/Kg	08/20/08		KCA	SW 8270
Anthracene	1400	750	ug/Kg	08/20/08		KCA	SW 8270
Benz(a)anthracene	3700	750	ug/Kg	08/20/08		KCA	SW 8270
Benzo(a)pyrene	4300	750	ug/Kg	08/20/08		KCA	SW 8270
Benzo(b)fluoranthene	5800	750	ug/Kg	08/20/08		KCA	SW 8270
Benzo(ghi)perylene	2800	750	ug/Kg	08/20/08		KCA	SW 8270
Benzo(k)fluoranthene	1800	750	ug/Kg	08/20/08		KCA	SW 8270
Chrysene	4100	750	ug/Kg	08/20/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	750	ug/Kg	08/20/08		KCA	SW 8270
Fluoranthene	6900	750	ug/Kg	08/20/08		KCA	SW 8270
Fluorene	ND	750	ug/Kg	08/20/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	2500	750	ug/Kg	08/20/08		KCA	SW 8270
Naphthalene	ND	750	ug/Kg	08/20/08		KCA	SW 8270
Phenanthrene	3700	750	ug/Kg	08/20/08		KCA	SW 8270
Pyrene	6800	750	ug/Kg	08/20/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	84		%	08/20/08		KCA	SW 8270
% Nitrobenzene-d5	68		%	08/20/08		KCA	SW 8270
% Terphenyl-d14	81		%	08/20/08		KCA	SW 8270

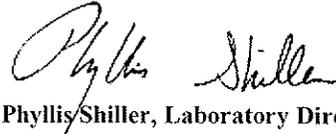
Parameter	Result	RL	Units	Date	Time	By	Reference
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1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director
September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 11:20
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62721

Client ID: OLD LYME BUS DEPOT TP3 (10)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.34	0.34	mg/Kg	08/19/08		TH	SW6010
Arsenic	0.9	0.7	mg/Kg	08/19/08		TH	SW6010
Barium	59.2	0.34	mg/Kg	08/19/08		TH	SW6010
Cadmium	< 0.34	0.34	mg/Kg	08/19/08		TH	SW6010
Chromium	14.0	0.34	mg/Kg	08/19/08		TH	SW6010
Mercury	0.09	0.07	mg/kg	08/19/08		RS	SW-7471
Lead	7.43	0.34	mg/Kg	08/19/08		TH	SW6010
Selenium	< 1.7	1.7	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.031	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	< 0.015	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	92		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		J/C/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
2-Hexanone	ND	25	ug/Kg	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	25	ug/Kg	08/22/08		R/J	SW8260
Acetone	ND	100	ug/Kg	08/22/08		R/J	SW8260
Acrylonitrile	ND	10	ug/Kg	08/22/08		R/J	SW8260
Benzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromochloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromodichloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromoform	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Bromomethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Carbon Disulfide	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chlorobenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chloroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chloroform	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Chloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dibromochloromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dibromoethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dibromomethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Ethylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Isopropylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
m&p-Xylene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Methyl Ethyl Ketone	ND	30	ug/Kg	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	10	ug/Kg	08/22/08		R/J	SW8260
Methylene chloride	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Naphthalene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
n-Butylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
n-Propylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
o-Xylene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Styrene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Tetrachloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	10	ug/Kg	08/22/08		R/J	SW8260
Toluene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Total Xylenes	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	10	ug/Kg	08/22/08		R/J	SW8260
Trichloroethene	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
Vinyl chloride	ND	5.1	ug/Kg	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	99		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	94		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	104		%	08/22/08		R/J	SW8260
% Toluene-d8	97		%	08/22/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthylene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Anthracene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Benz(a)anthracene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Benzo(a)pyrene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Benzo(b)fluoranthene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Benzo(ghi)perylene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Benzo(k)fluoranthene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Chrysene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Fluoranthene	420	350	ug/Kg	08/19/08		KCA	SW 8270
Fluorene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Naphthalene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Phenanthrene	ND	350	ug/Kg	08/19/08		KCA	SW 8270
Pyrene	410	350	ug/Kg	08/19/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	73		%	08/19/08		KCA	SW 8270
% Nitrobenzene-d5	62		%	08/19/08		KCA	SW 8270
% Terphenyl-d14	69		%	08/19/08		KCA	SW 8270

Client ID: OLD LYME BUS DEPOT TP3 (10)

Phoenix I.D.: AQ62721

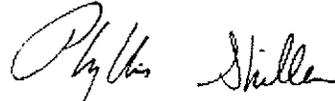
Parameter	Result	RL	Units	Date	Time	By	Reference
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1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director
September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 11:35
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62722

Client ID: OLD LYME BUS DEPOT TP4 (2)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	0.76	0.52	mg/Kg	08/19/08		TH	SW6010
Arsenic	8.1	1.0	mg/Kg	08/19/08		TH	SW6010
Barium	46.9	0.52	mg/Kg	08/19/08		TH	SW6010
Cadmium	< 0.52	0.52	mg/Kg	08/19/08		TH	SW6010
Chromium	46.4	0.52	mg/Kg	08/19/08		TH	SW6010
Mercury	0.18	0.09	mg/kg	08/19/08		RS	SW-7471
Lead	32.2	0.52	mg/Kg	08/19/08		TH	SW6010
Selenium	< 2.6	2.6	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.061	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	< 0.015	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	69		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		J/C/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
2-Hexanone	ND	24	ug/Kg	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	24	ug/Kg	08/22/08		R/J	SW8260
Acetone	210	96	ug/Kg	08/22/08		R/J	SW8260
Acrylonitrile	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Benzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromochloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromodichloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromoform	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Bromomethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Carbon Disulfide	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chlorobenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chloroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chloroform	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Chloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dibromochloromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dibromoethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dibromomethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Ethylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Isopropylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
m&p-Xylene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Methyl Ethyl Ketone	81	29	ug/Kg	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Methylene chloride	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Naphthalene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
n-Butylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
n-Propylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
o-Xylene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Styrene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Tetrachloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Toluene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Total Xylenes	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	9.6	ug/Kg	08/22/08		R/J	SW8260
Trichloroethene	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
Vinyl chloride	ND	4.8	ug/Kg	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	94		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	73		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	101		%	08/22/08		R/J	SW8260
% Toluene-d8	90		%	08/22/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthylene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Anthracene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Benz(a)anthracene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Benzo(a)pyrene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Benzo(b)fluoranthene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Benzo(ghi)perylene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Benzo(k)fluoranthene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Chrysene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Fluoranthene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Fluorene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Naphthalene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Phenanthrene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
Pyrene	ND	470	ug/Kg	08/19/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	59		%	08/19/08		KCA	SW 8270
% Nitrobenzene-d5	51		%	08/19/08		KCA	SW 8270
% Terphenyl-d14	59		%	08/19/08		KCA	SW 8270

Client ID: OLD LYME BUS DEPOT TP4 (2)

Phoenix I.D.: AQ62722

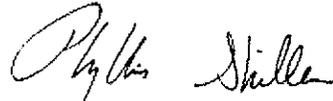
Parameter	Result	RL	Units	Date	Time	By	Reference
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1 = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

<u>Sample Information</u>		<u>Custody Information</u>		<u>Date</u>	<u>Time</u>
Matrix:	SOIL	Collected by:	BH	08/15/08	11:40
Location Code:	ANCHOR	Received by:	DL	08/15/08	19:10
Rush Request:	ADD-ON	Analyzed by:	see "By" below		
P.O.#:	717-10				

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62723

Client ID: OLD LYME BUS DEPOT TP4 (10)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	3.8	1.0	mg/Kg	08/19/08		TH	SW6010
Arsenic	5.2	2.1	mg/Kg	08/19/08		TH	SW6010
Barium	324	1.0	mg/Kg	08/19/08		TH	SW6010
Cadmium	< 1.0	1.0	mg/Kg	08/19/08		TH	SW6010
Chromium	59.6	1.0	mg/Kg	08/19/08		TH	SW6010
Mercury	3.88	0.20	mg/kg	08/19/08		RS	SW-7471
Lead	89.9	1.0	mg/Kg	08/19/08		TH	SW6010
Selenium	< 5.3	5.3	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.158	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	< 0.015	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	30		%	08/18/08		S-JL	E160.3
Extraction of CT ETPH	Completed			08/18/08		JJ/K	3545
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		J/C/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,1,1-Trichloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,1,2-Trichloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,1-Dichloroethene	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,1-Dichloropropene	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2,3-Trichloropropane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2-Dichlorobenzene	780	390	ug/Kg	08/21/08		R/J	SW8260
1,2-Dichloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,2-Dichloropropane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,3-Dichlorobenzene	390	390	ug/Kg	08/21/08		R/J	SW8260
1,3-Dichloropropane	ND	390	ug/Kg	08/21/08		R/J	SW8260
1,4-Dichlorobenzene	660	390	ug/Kg	08/21/08		R/J	SW8260
2,2-Dichloropropane	ND	390	ug/Kg	08/21/08		R/J	SW8260
2-Chlorotoluene	ND	390	ug/Kg	08/21/08		R/J	SW8260
2-Hexanone	ND	2000	ug/Kg	08/21/08		R/J	SW8260
2-Isopropyltoluene	ND	390	ug/Kg	08/21/08		R/J	SW8260
4-Chlorotoluene	ND	390	ug/Kg	08/21/08		R/J	SW8260
4-Methyl-2-pentanone	ND	2000	ug/Kg	08/21/08		R/J	SW8260
Acetone	ND	7800	ug/Kg	08/21/08		R/J	SW8260
Acrylonitrile	ND	780	ug/Kg	08/21/08		R/J	SW8260
Benzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Bromobenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Bromochloromethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Bromodichloromethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Bromoform	ND	390	ug/Kg	08/21/08		R/J	SW8260
Bromomethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Carbon Disulfide	ND	390	ug/Kg	08/21/08		R/J	SW8260
Carbon tetrachloride	ND	390	ug/Kg	08/21/08		R/J	SW8260
Chlorobenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Chloroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Chloroform	ND	390	ug/Kg	08/21/08		R/J	SW8260
Chloromethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	390	ug/Kg	08/21/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Dibromochloromethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Dibromoethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Dibromomethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Dichlorodifluoromethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Ethylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Hexachlorobutadiene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Isopropylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
m&p-Xylene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Methyl Ethyl Ketone	ND	2300	ug/Kg	08/21/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	780	ug/Kg	08/21/08		R/J	SW8260
Methylene chloride	ND	390	ug/Kg	08/21/08		R/J	SW8260
Naphthalene	ND	390	ug/Kg	08/21/08		R/J	SW8260
n-Butylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
n-Propylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
o-Xylene	ND	390	ug/Kg	08/21/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
p-Isopropyltoluene	ND	390	ug/Kg	08/21/08		R/J	SW8260
sec-Butylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Styrene	ND	390	ug/Kg	08/21/08		R/J	SW8260
tert-Butylbenzene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Tetrachloroethene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	780	ug/Kg	08/21/08		R/J	SW8260
Toluene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Total Xylenes	ND	390	ug/Kg	08/21/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	390	ug/Kg	08/21/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	390	ug/Kg	08/21/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	780	ug/Kg	08/21/08		R/J	SW8260
Trichloroethene	ND	390	ug/Kg	08/21/08		R/J	SW8260
Trichlorofluoromethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Trichlorotrifluoroethane	ND	390	ug/Kg	08/21/08		R/J	SW8260
Vinyl chloride	ND	390	ug/Kg	08/21/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	99		%	08/21/08		R/J	SW8260
% Bromofluorobenzene	102		%	08/21/08		R/J	SW8260
% Dibromofluoromethane	93		%	08/21/08		R/J	SW8260
% Toluene-d8	97		%	08/21/08		R/J	SW8260

TPH by GC (Extractable Products)

Ext. Petroleum HC	2500	33	mg/Kg	08/20/08		JRB	M8100CT
Identification	**		mg/Kg	08/20/08		JRB	M8100CT

QA/QC Surrogates

% n-Pentacosane	Diluted Out		%	08/20/08		JRB	M8100CT
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Polynuclear Aromatic HC

2-Methylnaphthalene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthylene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Anthracene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Benz(a)anthracene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Benzo(a)pyrene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Benzo(b)fluoranthene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Benzo(ghi)perylene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Benzo(k)fluoranthene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Chrysene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Fluoranthene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Fluorene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Naphthalene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Phenanthrene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270
Pyrene	ND	1100	ug/Kg	08/19/08		KCA	SW 8270

QA/QC Surrogates

% 2-Fluorobiphenyl	75		%	08/19/08		KCA	SW 8270
% Nitrobenzene-d5	69		%	08/19/08		KCA	SW 8270
% Terphenyl-d14	59		%	08/19/08		KCA	SW 8270

Parameter	Result	RL	Units	Date	Time	By	Reference
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1 - This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

**Petroleum hydrocarbon chromatogram was not a perfect match with any of the standards, but contains a distribution in the C9 to C36 range. The sample was quantitated against a C9-C36 standard. Elevated reporting limits for volatiles due to the presence of non-target compounds.

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 11:45
 08/15/08 19:10

Laboratory Data

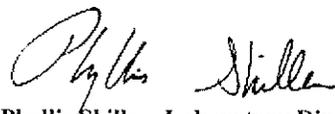
SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62724

Client ID: OLD LYME BUS DEPOT TP5 (2)

Parameter	Result	RL	Units	Date	Time	By	Reference
Soil Ext. Semi-Vol BN	Completed					J/C/E	SW3545
Total Metals Digest	Completed					AG/T	SW846 - 3050
On Hold	Pending						

Comments:

If there are any questions regarding this data, please call Phoenix Client Services at extension 200.
 ND=Not detected BDL=Below Detection Level RL=Reporting Level


 Phyllis Shiller, Laboratory Director
 September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 11:50
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62725

Client ID: OLD LYME BUS DEPOT TP5 (10)

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.46	0.46	mg/Kg	08/19/08		TH	SW6010
Arsenic	2.2	0.9	mg/Kg	08/19/08		TH	SW6010
Barium	113	0.46	mg/Kg	08/19/08		TH	SW6010
Cadmium	< 0.46	0.46	mg/Kg	08/19/08		TH	SW6010
Chromium	27.3	0.46	mg/Kg	08/19/08		TH	SW6010
Mercury	< 0.08	0.08	mg/kg	08/19/08		RS	SW-7471
Lead	11.8	0.46	mg/Kg	08/19/08		TH	SW6010
Selenium	< 2.3	2.3	mg/Kg	08/19/08		TH	SW6010
SPLP Silver	< 0.010	0.010	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Arsenic	< 0.004	0.004	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Barium	0.079	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Cadmium	< 0.005	0.005	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Chromium	< 0.010	0.010	mg/L	08/28/08		EK	E1312/SW6010
SPLP Mercury	< 0.001	0.001	mg/L	08/27/08		RS	1312/245.1
SPLP Lead	< 0.015	0.015	mg/L	08/28/08		T/E	E1312/SW6010
SPLP Selenium	< 0.020	0.020	mg/L	08/28/08		T/E	E1312/SW6010
Percent Solid	72		%	08/18/08		S-JL	E160.3
Mercury Digestion	Completed			08/19/08		D	SW7471
Soil Ext. Semi-Vol BN	Completed			08/18/08		J/C/E	SW3545
SPLP Digestion Mercury	Completed			08/19/08		L	E1312/SW7470
SPLP Extraction for Metals	Completed			08/26/08		L	EPA 1312
Total Metals Digest	Completed			08/18/08		AG/T	SW846 - 3050
SPLP Metals Digestion	Completed			08/19/08		L	SW846-3005
Field Extraction	Completed			08/15/08		BH	SW5035

Volatiles

1,1,1,2-Tetrachloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,1,1-Trichloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,1,2-Trichloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,1-Dichloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
1,1-Dichloroethene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,1-Dichloropropene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2,3-Trichloropropane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2-Dichlorobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2-Dichloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,2-Dichloropropane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,3-Dichlorobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,3-Dichloropropane	ND	120	ug/Kg	08/21/08		R/J	SW8260
1,4-Dichlorobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
2,2-Dichloropropane	ND	120	ug/Kg	08/21/08		R/J	SW8260
2-Chlorotoluene	ND	120	ug/Kg	08/21/08		R/J	SW8260
2-Hexanone	ND	590	ug/Kg	08/21/08		R/J	SW8260
2-Isopropyltoluene	ND	120	ug/Kg	08/21/08		R/J	SW8260
4-Chlorotoluene	ND	120	ug/Kg	08/21/08		R/J	SW8260
4-Methyl-2-pentanone	ND	590	ug/Kg	08/21/08		R/J	SW8260
Acetone	ND	2400	ug/Kg	08/21/08		R/J	SW8260
Acrylonitrile	ND	240	ug/Kg	08/21/08		R/J	SW8260
Benzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Bromobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Bromochloromethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Bromodichloromethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Bromoform	ND	120	ug/Kg	08/21/08		R/J	SW8260
Bromomethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Carbon Disulfide	ND	120	ug/Kg	08/21/08		R/J	SW8260
Carbon tetrachloride	ND	120	ug/Kg	08/21/08		R/J	SW8260
Chlorobenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Chloroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Chloroform	ND	120	ug/Kg	08/21/08		R/J	SW8260
Chloromethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	120	ug/Kg	08/21/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Dibromochloromethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Dibromoethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Dibromomethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Dichlorodifluoromethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Ethylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Hexachlorobutadiene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Isopropylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
m&p-Xylene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Methyl Ethyl Ketone	ND	710	ug/Kg	08/21/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	240	ug/Kg	08/21/08		R/J	SW8260
Methylene chloride	ND	120	ug/Kg	08/21/08		R/J	SW8260
Naphthalene	ND	120	ug/Kg	08/21/08		R/J	SW8260
n-Butylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
n-Propylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
o-Xylene	ND	120	ug/Kg	08/21/08		R/J	SW8260
p-Isopropyltoluene	ND	120	ug/Kg	08/21/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
sec-Butylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Styrene	ND	120	ug/Kg	08/21/08		R/J	SW8260
tert-Butylbenzene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Tetrachloroethene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	240	ug/Kg	08/21/08		R/J	SW8260
Toluene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Total Xylenes	ND	120	ug/Kg	08/21/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	120	ug/Kg	08/21/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	120	ug/Kg	08/21/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	240	ug/Kg	08/21/08		R/J	SW8260
Trichloroethene	ND	120	ug/Kg	08/21/08		R/J	SW8260
Trichlorofluoromethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Trichlorotrifluoroethane	ND	120	ug/Kg	08/21/08		R/J	SW8260
Vinyl chloride	ND	120	ug/Kg	08/21/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	99		%	08/21/08		R/J	SW8260
% Bromofluorobenzene	96		%	08/21/08		R/J	SW8260
% Dibromofluoromethane	96		%	08/21/08		R/J	SW8260
% Toluene-d8	98		%	08/21/08		R/J	SW8260
<u>Polynuclear Aromatic HC</u>							
2-Methylnaphthalene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Acenaphthylene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Anthracene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Benz(a)anthracene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Benzo(a)pyrene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Benzo(b)fluoranthene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Benzo(ghi)perylene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Benzo(k)fluoranthene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Chrysene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Dibenz(a,h)anthracene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Fluoranthene	470	450	ug/Kg	08/19/08		KCA	SW 8270
Fluorene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Indeno(1,2,3-cd)pyrene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Naphthalene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Phenanthrene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
Pyrene	ND	450	ug/Kg	08/19/08		KCA	SW 8270
<u>QA/QC Surrogates</u>							
% 2-Fluorobiphenyl	51		%	08/19/08		KCA	SW 8270
% Nitrobenzene-d5	64		%	08/19/08		KCA	SW 8270
% Terphenyl-d14	65		%	08/19/08		KCA	SW 8270

Client ID: OLD LYME BUS DEPOT TP5 (10)

Phoenix I.D.: AQ62725

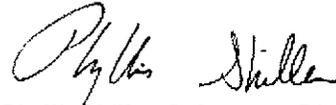
Parameter	Result	RL	Units	Date	Time	By	Reference
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† = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: GROUND WATER
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 9:00
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62710

Client ID: OLD LYME BUS DEPOT TP-1

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.001	0.001	mg/L	08/20/08		TH	6010/200.7
Arsenic	0.024	0.004	mg/L	08/20/08		TH	6010/200.7
Barium	0.520	0.002	mg/L	08/19/08		TH	6010/200.7
Cadmium	0.005	0.001	mg/L	08/19/08		TH	6010/200.7
Chromium	0.100	0.001	mg/L	08/19/08		TH	6010/200.7
Mercury	0.0017	0.0004	mg/L	08/19/08		RS	7470/E245.1
Lead	0.209	0.002	mg/L	08/19/08		TH	6010/200.7
Selenium	< 0.010	0.010	mg/L	08/19/08		TH	6010/200.7
Mercury Digestion	Completed			08/19/08		D	7471/245.1
Semi-Volatile Extraction	Completed			08/18/08		O/K	SW3510/3520
Total Metals Digestion	Completed			08/18/08		AG	

Semivolatiles by SIM

2-Methylnaphthalene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Acenaphthene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Acenaphthylene	0.4	0.3	ug/L	08/19/08		KCA	8270(SIM)
Anthracene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Benz(a)anthracene	0.52	0.06	ug/L	08/19/08		KCA	8270(SIM)
Benzo(a)pyrene	0.54	0.2	ug/L	08/19/08		KCA	8270(SIM)
Benzo(b)fluoranthene	0.76	0.08	ug/L	08/19/08		KCA	8270(SIM)
Benzo(ghi)perylene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Benzo(k)fluoranthene	ND	0.3	ug/L	08/19/08		KCA	8270(SIM)
Chrysene	ND	2	ug/L	08/19/08		KCA	8270(SIM)
Dibenz(a,h)anthracene	ND	0.5	ug/L	08/19/08		KCA	8270(SIM)
Fluoranthene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Fluorene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.5	ug/L	08/19/08		KCA	8270(SIM)
Naphthalene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Phenanthrene	1.8	0.3	ug/L	08/19/08		KCA	8270(SIM)
Pyrene	ND	10	ug/L	08/19/08		KCA	8270(SIM)

QA/QC Surrogates

Parameter	Result	RL	Units	Date	Time	By	Reference
% 2-Fluorobiphenyl	69		%	08/19/08		KCA	8270(SIM)
% Nitrobenzene-d5	83		%	08/19/08		KCA	8270(SIM)
% Terphenyl-d14	*NR		%	08/19/08		KCA	8270(SIM)

Volatile Water

1,1,1,2-Tetrachloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	1	ug/L	08/22/08		R/J	SW8260
2-Hexanone	ND	5	ug/L	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	1	ug/L	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	1	ug/L	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	5	ug/L	08/22/08		R/J	SW8260
Acetone	ND	50	ug/L	08/22/08		R/J	SW8260
Acrylonitrile	ND	5	ug/L	08/22/08		R/J	SW8260
Benzene	ND	1	ug/L	08/22/08		R/J	SW8260
Bromobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Bromochloromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Bromodichloromethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
Bromoform	ND	1	ug/L	08/22/08		R/J	SW8260
Bromomethane	ND	1	ug/L	08/22/08		R/J	SW8260
Carbon Disulfide	ND	5	ug/L	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	1	ug/L	08/22/08		R/J	SW8260
Chlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Chloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
Chloroform	ND	1	ug/L	08/22/08		R/J	SW8260
Chloromethane	ND	1	ug/L	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	0.5	ug/L	08/22/08		R/J	SW8260
Dibromochloromethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
Dibromomethane	ND	1	ug/L	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Ethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	0.4	ug/L	08/22/08		R/J	SW8260
Isopropylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
m&p-Xylene	ND	1	ug/L	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
Methyl ethyl ketone	ND	5	ug/L	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	1	ug/L	08/22/08		R/J	SW8260
Methylene chloride	ND	1	ug/L	08/22/08		R/J	SW8260
Naphthalene	ND	1	ug/L	08/22/08		R/J	SW8260
n-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
n-Propylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
o-Xylene	ND	1	ug/L	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	1	ug/L	08/22/08		R/J	SW8260
sec-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Styrene	ND	1	ug/L	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Tetrachloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	5	ug/L	08/22/08		R/J	SW8260
Toluene	ND	1	ug/L	08/22/08		R/J	SW8260
Total Xylenes	ND	0.5	ug/L	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	0.5	ug/L	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	5	ug/L	08/22/08		R/J	SW8260
Trichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	1	ug/L	08/22/08		R/J	SW8260
Vinyl chloride	ND	1	ug/L	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	101		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	87		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	103		%	08/22/08		R/J	SW8260
% Toluene-d8	95		%	08/22/08		R/J	SW8260

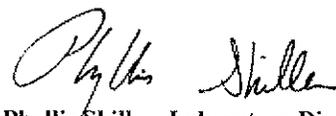
Comments:

* Poor surrogate recovery was observed for semivolatiles. The other surrogates associated with this sample were within QA/QC criteria. No further action was necessary.

Elevated reporting limits for volatiles due to the foamy nature of the sample.

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

<u>Sample Information</u>	<u>Custody Information</u>	<u>Date</u>	<u>Time</u>
Matrix: SOIL GROUNDWATER	Collected by: BH	08/15/08	11:00
Location Code: ANCHOR	Received by: DL	08/15/08	19:10
Rush Request:	Analyzed by: see "By" below		
P.O.#: 717-10			

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62711

Client ID: OLD LYME BUS DEPOT TP-4

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.001	0.001	mg/L	08/19/08		TH	6010/200.7
Arsenic	< 0.004	0.004	mg/L	08/19/08		TH	6010/200.7
Barium	0.157	0.002	mg/L	08/19/08		TH	6010/200.7
Cadmium	< 0.001	0.001	mg/L	08/19/08		TH	6010/200.7
Chromium	0.028	0.001	mg/L	08/19/08		TH	6010/200.7
Mercury	< 0.0004	0.0004	mg/L	08/19/08		RS	7470/E245.1
Lead	0.023	0.002	mg/L	08/19/08		TH	6010/200.7
Selenium	< 0.010	0.010	mg/L	08/19/08		TH	6010/200.7
Mercury Digestion	Completed			08/19/08		D	7471/245.1
Semi-Volatile Extraction	Completed			08/18/08		O/K	SW3510/3520
Total Metals Digestion	Completed			08/18/08		AG	

Semivolatiles by SIM

2-Methylnaphthalene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Acenaphthene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Acenaphthylene	ND	0.3	ug/L	08/19/08		KCA	8270(SIM)
Anthracene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Benz(a)anthracene	0.08	0.06	ug/L	08/19/08		KCA	8270(SIM)
Benzo(a)pyrene	ND	0.2	ug/L	08/19/08		KCA	8270(SIM)
Benzo(b)fluoranthene	ND	0.08	ug/L	08/19/08		KCA	8270(SIM)
Benzo(ghi)perylene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Benzo(k)fluoranthene	ND	0.3	ug/L	08/19/08		KCA	8270(SIM)
Chrysene	ND	2	ug/L	08/19/08		KCA	8270(SIM)
Dibenz(a,h)anthracene	ND	0.5	ug/L	08/19/08		KCA	8270(SIM)
Fluoranthene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Fluorene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.5	ug/L	08/19/08		KCA	8270(SIM)
Naphthalene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Phenanthrene	0.32	0.3	ug/L	08/19/08		KCA	8270(SIM)
Pyrene	ND	10	ug/L	08/19/08		KCA	8270(SIM)

QA/QC Surrogates

Parameter	Result	RL	Units	Date	Time	By	Reference
% 2-Fluorobiphenyl	71		%	08/19/08		KCA	8270(SIM)
% Nitrobenzene-d5	97		%	08/19/08		KCA	8270(SIM)
% Terphenyl-d14	53		%	08/19/08		KCA	8270(SIM)

Volatile Water

1,1,1,2-Tetrachloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	1	ug/L	08/22/08		R/J	SW8260
2-Hexanone	ND	5	ug/L	08/22/08		R/J	SW8260
2-isopropyltoluene	ND	1	ug/L	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	1	ug/L	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	5	ug/L	08/22/08		R/J	SW8260
Acetone	ND	50	ug/L	08/22/08		R/J	SW8260
Acrylonitrile	ND	5	ug/L	08/22/08		R/J	SW8260
Benzene	ND	1	ug/L	08/22/08		R/J	SW8260
Bromobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Bromochloromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Bromodichloromethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
Bromoform	ND	1	ug/L	08/22/08		R/J	SW8260
Bromomethane	ND	1	ug/L	08/22/08		R/J	SW8260
Carbon Disulfide	ND	5	ug/L	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	1	ug/L	08/22/08		R/J	SW8260
Chlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Chloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
Chloroform	ND	1	ug/L	08/22/08		R/J	SW8260
Chloromethane	ND	1	ug/L	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	0.5	ug/L	08/22/08		R/J	SW8260
Dibromochloromethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
Dibromomethane	ND	1	ug/L	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Ethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	0.4	ug/L	08/22/08		R/J	SW8260
Isopropylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
m&p-Xylene	ND	1	ug/L	08/22/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
Methyl ethyl ketone	ND	5	ug/L	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	1	ug/L	08/22/08		R/J	SW8260
Methylene chloride	ND	1	ug/L	08/22/08		R/J	SW8260
Naphthalene	ND	1	ug/L	08/22/08		R/J	SW8260
n-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
n-Propylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
o-Xylene	ND	1	ug/L	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	1	ug/L	08/22/08		R/J	SW8260
sec-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Styrene	ND	1	ug/L	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Tetrachloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	5	ug/L	08/22/08		R/J	SW8260
Toluene	ND	1	ug/L	08/22/08		R/J	SW8260
Total Xylenes	ND	0.5	ug/L	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	0.5	ug/L	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	5	ug/L	08/22/08		R/J	SW8260
Trichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	1	ug/L	08/22/08		R/J	SW8260
Vinyl chloride	ND	1	ug/L	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	104		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	86		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	100		%	08/22/08		R/J	SW8260
% Toluene-d8	93		%	08/22/08		R/J	SW8260

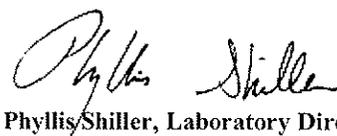
Comments:

* Poor surrogate recovery was observed for semivolatiles. The other surrogates associated with this sample were within QA/QC criteria. No further action was necessary.

Elevated reporting limits for volatiles due to the foamy nature of the sample.

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report

September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: GROUND WATER
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date: 08/15/08
 Time: 13:00
 Date: 08/15/08
 Time: 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62712

Client ID: OLD LYME BUS DEPOT TP-5

Parameter	Result	RL	Units	Date	Time	By	Reference
Silver	< 0.001	0.001	mg/L	08/19/08		TH	6010/200.7
Arsenic	0.016	0.004	mg/L	08/20/08		TH	6010/200.7
Barium	0.167	0.002	mg/L	08/19/08		TH	6010/200.7
Cadmium	0.002	0.001	mg/L	08/19/08		TH	6010/200.7
Chromium	0.028	0.001	mg/L	08/19/08		TH	6010/200.7
Mercury	< 0.0004	0.0004	mg/L	08/19/08		RS	7470/E245.1
Lead	0.052	0.002	mg/L	08/19/08		TH	6010/200.7
Selenium	0.030	0.010	mg/L	08/19/08		TH	6010/200.7
Mercury Digestion	Completed			08/19/08		D	7471/245.1
Semi-Volatile Extraction	Completed			08/18/08		O/K	SW3510/3520
Total Metals Digestion	Completed			08/18/08		AG	

Semivolatiles by SIM

2-Methylnaphthalene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Acenaphthene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Acenaphthylene	ND	0.3	ug/L	08/19/08		KCA	8270(SIM)
Anthracene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Benz(a)anthracene	0.14	0.06	ug/L	08/19/08		KCA	8270(SIM)
Benzo(a)pyrene	ND	0.2	ug/L	08/19/08		KCA	8270(SIM)
Benzo(b)fluoranthene	0.21	0.08	ug/L	08/19/08		KCA	8270(SIM)
Benzo(ghi)perylene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Benzo(k)fluoranthene	ND	0.3	ug/L	08/19/08		KCA	8270(SIM)
Chrysene	ND	2	ug/L	08/19/08		KCA	8270(SIM)
Dibenz(a,h)anthracene	ND	0.5	ug/L	08/19/08		KCA	8270(SIM)
Fluoranthene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Fluorene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Indeno(1,2,3-cd)pyrene	ND	0.5	ug/L	08/19/08		KCA	8270(SIM)
Naphthalene	ND	10	ug/L	08/19/08		KCA	8270(SIM)
Phenanthrene	ND	0.3	ug/L	08/19/08		KCA	8270(SIM)
Pyrene	ND	10	ug/L	08/19/08		KCA	8270(SIM)

QA/QC Surrogates

Parameter	Result	RL	Units	Date	Time	By	Reference
% 2-Fluorobiphenyl	74		%	08/19/08		KCA	8270(SIM)
% Nitrobenzene-d5	95		%	08/19/08		KCA	8270(SIM)
% Terphenyl-d14	*NR		%	08/19/08		KCA	8270(SIM)
<u>Volatile Water</u>							
1,1,1,2-Tetrachloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1,1-Trichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
1,1,2-Trichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
1,1-Dichloropropene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,3-Trichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
1,2-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,3-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
1,3-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
1,4-Dichlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
2,2-Dichloropropane	ND	1	ug/L	08/22/08		R/J	SW8260
2-Chlorotoluene	ND	1	ug/L	08/22/08		R/J	SW8260
2-Hexanone	ND	5	ug/L	08/22/08		R/J	SW8260
2-Isopropyltoluene	ND	1	ug/L	08/22/08		R/J	SW8260
4-Chlorotoluene	ND	1	ug/L	08/22/08		R/J	SW8260
4-Methyl-2-pentanone	ND	5	ug/L	08/22/08		R/J	SW8260
Acetone	ND	50	ug/L	08/22/08		R/J	SW8260
Acrylonitrile	ND	5	ug/L	08/22/08		R/J	SW8260
Benzene	ND	1	ug/L	08/22/08		R/J	SW8260
Bromobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Bromochloromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Bromodichloromethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
Bromoform	ND	1	ug/L	08/22/08		R/J	SW8260
Bromomethane	ND	1	ug/L	08/22/08		R/J	SW8260
Carbon Disulfide	ND	5	ug/L	08/22/08		R/J	SW8260
Carbon tetrachloride	ND	1	ug/L	08/22/08		R/J	SW8260
Chlorobenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Chloroethane	ND	1	ug/L	08/22/08		R/J	SW8260
Chloroform	ND	1	ug/L	08/22/08		R/J	SW8260
Chloromethane	ND	1	ug/L	08/22/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	0.5	ug/L	08/22/08		R/J	SW8260
Dibromochloromethane	ND	0.5	ug/L	08/22/08		R/J	SW8260
Dibromomethane	ND	1	ug/L	08/22/08		R/J	SW8260
Dichlorodifluoromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Ethylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Hexachlorobutadiene	ND	0.4	ug/L	08/22/08		R/J	SW8260
Isopropylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
m&p-Xylene	ND	1	ug/L	08/22/08		R/J	SW8260

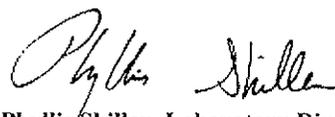
Parameter	Result	RL	Units	Date	Time	By	Reference
Methyl ethyl ketone	ND	5	ug/L	08/22/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	1	ug/L	08/22/08		R/J	SW8260
Methylene chloride	ND	1	ug/L	08/22/08		R/J	SW8260
Naphthalene	ND	1	ug/L	08/22/08		R/J	SW8260
n-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
n-Propylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
o-Xylene	ND	1	ug/L	08/22/08		R/J	SW8260
p-Isopropyltoluene	ND	1	ug/L	08/22/08		R/J	SW8260
sec-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Styrene	ND	1	ug/L	08/22/08		R/J	SW8260
tert-Butylbenzene	ND	1	ug/L	08/22/08		R/J	SW8260
Tetrachloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	5	ug/L	08/22/08		R/J	SW8260
Toluene	ND	1	ug/L	08/22/08		R/J	SW8260
Total Xylenes	ND	0.5	ug/L	08/22/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	0.5	ug/L	08/22/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	5	ug/L	08/22/08		R/J	SW8260
Trichloroethene	ND	1	ug/L	08/22/08		R/J	SW8260
Trichlorofluoromethane	ND	1	ug/L	08/22/08		R/J	SW8260
Trichlorotrifluoroethane	ND	1	ug/L	08/22/08		R/J	SW8260
Vinyl chloride	ND	1	ug/L	08/22/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	100		%	08/22/08		R/J	SW8260
% Bromofluorobenzene	87		%	08/22/08		R/J	SW8260
% Dibromofluoromethane	105		%	08/22/08		R/J	SW8260
% Toluene-d8	95		%	08/22/08		R/J	SW8260

Comments:

* Poor surrogate recovery was observed for semivolatiles. The other surrogates associated with this sample were within QA/QC criteria. No further action was necessary.

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director
September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



Analysis Report
 September 02, 2008

FOR: Attn: Mr. Brian Holdt
 Anchor Engineering
 Services, Inc.
 41 Sequin Drive
 Glastonbury, CT 06033

Sample Information

Matrix: SOIL
 Location Code: ANCHOR
 Rush Request:
 P.O.#: 717-10

Custody Information

Collected by: BH
 Received by: DL
 Analyzed by: see "By" below

Date Time
 08/15/08 0:00
 08/15/08 19:10

Laboratory Data

SDG I.D.: GAQ62710
 Phoenix I.D.: AQ62726

Client ID: OLD LYME BUS DEPOT TRIP BLANK

Parameter	Result	RL	Units	Date	Time	By	Reference
Percent Solid	100	1	%	08/15/08		DL	E160.3
Field Extraction	Completed			08/15/08		BH	SW5035
<u>Volatiles</u>							
1,1,1,2-Tetrachloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,1,1-Trichloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,1,2,2-Tetrachloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,1,2-Trichloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,1-Dichloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,1-Dichloroethene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,1-Dichloropropene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2,3-Trichlorobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2,3-Trichloropropane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2,4-Trichlorobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2,4-Trimethylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2-Dibromo-3-chloropropane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2-Dichlorobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2-Dichloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,2-Dichloropropane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,3,5-Trimethylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,3-Dichlorobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,3-Dichloropropane	ND	5	ug/Kg	08/18/08		R/J	SW8260
1,4-Dichlorobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
2,2-Dichloropropane	ND	5	ug/Kg	08/18/08		R/J	SW8260
2-Chlorotoluene	ND	5	ug/Kg	08/18/08		R/J	SW8260
2-Hexanone	ND	25	ug/Kg	08/18/08		R/J	SW8260
2-Isopropyltoluene	ND	5	ug/Kg	08/18/08		R/J	SW8260
4-Chlorotoluene	ND	5	ug/Kg	08/18/08		R/J	SW8260
4-Methyl-2-pentanone	ND	25	ug/Kg	08/18/08		R/J	SW8260
Acetone	ND	100	ug/Kg	08/18/08		R/J	SW8260
Acrylonitrile	ND	10	ug/Kg	08/18/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
Benzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Bromobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Bromochloromethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Bromodichloromethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Bromoform	ND	5	ug/Kg	08/18/08		R/J	SW8260
Bromomethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Carbon Disulfide	ND	5	ug/Kg	08/18/08		R/J	SW8260
Carbon tetrachloride	ND	5	ug/Kg	08/18/08		R/J	SW8260
Chlorobenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Chloroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Chloroform	ND	5	ug/Kg	08/18/08		R/J	SW8260
Chloromethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
cis-1,2-Dichloroethene	ND	5	ug/Kg	08/18/08		R/J	SW8260
cis-1,3-Dichloropropene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Dibromochloromethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Dibromoethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Dibromomethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Dichlorodifluoromethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Ethylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Hexachlorobutadiene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Isopropylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
m&p-Xylene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Methyl Ethyl Ketone	ND	30	ug/Kg	08/18/08		R/J	SW8260
Methyl t-butyl ether (MTBE)	ND	10	ug/Kg	08/18/08		R/J	SW8260
Methylene chloride	ND	5	ug/Kg	08/18/08		R/J	SW8260
Naphthalene	ND	5	ug/Kg	08/18/08		R/J	SW8260
n-Butylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
n-Propylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
o-Xylene	ND	5	ug/Kg	08/18/08		R/J	SW8260
p-Isopropyltoluene	ND	5	ug/Kg	08/18/08		R/J	SW8260
sec-Butylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Styrene	ND	5	ug/Kg	08/18/08		R/J	SW8260
tert-Butylbenzene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Tetrachloroethene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Tetrahydrofuran (THF)	ND	10	ug/Kg	08/18/08		R/J	SW8260
Toluene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Total Xylenes	ND	5	ug/Kg	08/18/08		R/J	SW8260
trans-1,2-Dichloroethene	ND	5	ug/Kg	08/18/08		R/J	SW8260
trans-1,3-Dichloropropene	ND	5	ug/Kg	08/18/08		R/J	SW8260
trans-1,4-dichloro-2-butene	ND	10	ug/Kg	08/18/08		R/J	SW8260
Trichloroethene	ND	5	ug/Kg	08/18/08		R/J	SW8260
Trichlorofluoromethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Trichlorotrifluoroethane	ND	5	ug/Kg	08/18/08		R/J	SW8260
Vinyl chloride	ND	5	ug/Kg	08/18/08		R/J	SW8260
<u>QA/QC Surrogates</u>							
% 1,2-dichlorobenzene-d4	103		%	08/18/08		R/J	SW8260
% Bromofluorobenzene	94		%	08/18/08		R/J	SW8260
% Dibromofluoromethane	99		%	08/18/08		R/J	SW8260
% Toluene-d8	99		%	08/18/08		R/J	SW8260

Parameter	Result	RL	Units	Date	Time	By	Reference
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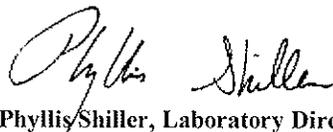
I = This parameter is not certified by NY NELAC for this matrix. NY NELAC does not offer certification for all parameters.

Comments:

Trip Blank Included. 100% Solids Assumed.

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

ND=Not detected BDL=Below Detection Level RL=Reporting Level



Phyllis Shiller, Laboratory Director

September 02, 2008



Environmental Laboratories, Inc.
 587 East Middle Turnpike, P.O.Box 370, Manchester, CT 06040
 Tel. (860) 645-1102 Fax (860) 645-0823



QA/QC Report

September 02, 2008

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	Dup RPD	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
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QA/QC Batch 107971, QC Sample No: AQ62482 (AQ62710, AQ62711, AQ62712)

ICP Metals - Aqueous

Arsenic	BDL	NC	99.0	96.7	2.4	99.0	100	1.0
Barium	BDL	6.10	108	106	1.9	105	106	0.9
Cadmium	BDL	NC	101	102	1.0	99.3	99.1	0.2
Chromium	BDL	NC	105	103	1.9	102	103	1.0
Lead	BDL	NC	103	101	2.0	101	101	0.0
Selenium	BDL	NC	95.2	94.2	1.1	96.2	96.0	0.2
Silver	BDL	NC	106	105	0.9	105	105	0.0

QA/QC Batch 107992, QC Sample No: AQ62541 (AQ62713, AQ62714, AQ62715, AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62725)

ICP Metals - Aqueous Extraction

Arsenic	BDL	NC	111	113	1.8	112	112	0.0
Barium	BDL	0.20	102	104	1.9	100	101	1.0
Cadmium	BDL	NC	96.2	95.9	0.3	96.3	96.5	0.2
Chromium	BDL	NC	96.8	98.2	1.4	97.6	98.5	0.9
Lead	BDL	NC	97.2	99.2	2.0	98.7	98.0	0.7
Selenium	BDL	NC	118	119	0.8	118	119	0.8
Silver	BDL	NC	108	110	1.8	110	110	0.0

QA/QC Batch 108029, QC Sample No: AQ62725 (AQ62725)

ICP Metals - Soil

Arsenic	BDL	NC	83.0	88.8	6.8	95.1	93.3	1.9
Barium	BDL	34.8	97.5	106	8.4	79.6	85.0	6.6
Cadmium	BDL	NC	93.2	99.0	6.0	94.5	94.0	0.5
Chromium	BDL	4.50	96.1	105	8.9	93.1	93.9	0.9
Lead	BDL	6.70	88.4	94.0	6.1	104	104	0.0
Selenium	BDL	NC	94.4	99.8	5.6	87.7	86.0	2.0
Silver	BDL	NC	91.6	101	9.8	94.2	93.8	0.4

QA/QC Batch 108028, QC Sample No: AQ62750 (AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62724)

ICP Metals - Soil

Arsenic	BDL	NC	84.3	84.9	0.7	95.0	96.8	1.9
Barium	BDL	20.0	101	101	0.0	112	118	5.2
Cadmium	BDL	NC	94.5	91.8	2.9	96.6	97.1	0.5
Chromium	BDL	9.20	97.5	98.8	1.3	98.4	99.7	1.3
Lead	BDL	11.3	89.7	90.6	1.0	106	>130	NC
Selenium	BDL	NC	90.0	94.1	4.5	87.9	89.2	1.5

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	Dup RPD	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
Silver	BDL	NC	93.3	95.2	2.0	97.0	97.0	0.0

Comment:

Some compounds had spike recoveries outside of 75-125%. A matrix bias is suspected because the LCS and LCSD were within control. No further action was required.

QA/QC Batch 108111, QC Sample No: AQ62750 (AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62725)

Mercury	BDL	NC	93.5	89.0	4.9	95.7	96.8	1.1
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QA/QC Batch 108110, QC Sample No: AQ67985 (AQ62710, AQ62711, AQ62712, AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62725)

Mercury	BDL		93.0	90.7	2.5	101	99.1	1.9
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QA/QC Batch 108677, QC Sample No: AQ70835 (AQ62713, AQ62714, AQ62715, AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62725)

ICP Metals - Aqueous Extraction

Arsenic	BDL	NC	102	105	2.9	105	100	4.9
Barium	BDL	1.20	93.6	95.9	2.4	89.1	86.4	3.1
Cadmium	BDL	NC	91.4	92.7	1.4	86.3	83.6	3.2
Chromium	BDL	NC	93.6	95.6	2.1	91.7	88.0	4.1
Lead	BDL	NC	86.6	88.0	1.6	85.6	81.2	5.3
Selenium	0.02	NC	107	114	6.3	109	104	4.7
Silver	BDL	NC	102	106	3.8	108	102	5.7

QA/QC Batch 108678, QC Sample No: AQ71106 (AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62725)

Mercury	BDL		100	98.6	1.4	99.0	97.7	1.3
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If there are any questions regarding this data, please call Phoenix Client Services at extension 200.

RPD - Relative Percent Difference

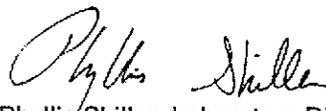
LCS - Laboratory Control Sample

LCSD - Laboratory Control Sample Duplicate

MS - Matrix Spike

MS Dup - Matrix Spike Duplicate

NC - No Criteria



Phyllis Shiller, Laboratory Director
September 02, 2008



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QA/QC Report

September 02, 2008

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
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QA/QC Batch 108079, QC Sample No: AQ58895 (AQ62710, AQ62711, AQ62712, AQ62713, AQ62714, AQ62715)

Polynuclear Aromatic HC

2-Methylnaphthalene	ND	89	91	2.2			
Acenaphthene	ND	94	95	1.1			
Acenaphthylene	ND	94	94	0.0			
Anthracene	ND	96	98	2.1			
Benz(a)anthracene	ND	102	96	6.1			
Benzo(a)pyrene	ND	90	84	6.9			
Benzo(b)fluoranthene	ND	104	95	9.0			
Benzo(ghi)perylene	ND	86	81	6.0			
Benzo(k)fluoranthene	ND	101	92	9.3			
Chrysene	ND	103	97	6.0			
Dibenz(a,h)anthracene	ND	89	84	5.8			
Fluoranthene	ND	107	105	1.9			
Fluorene	ND	100	100	0.0			
Indeno(1,2,3-cd)pyrene	ND	92	86	6.7			
Naphthalene	ND	85	88	3.5			
Phenanthrene	ND	95	95	0.0			
Pyrene	ND	101	99	2.0			
% 2-Fluorobiphenyl	86	86	87	1.2			
% Nitrobenzene-d5	90	93	94	1.1			
% Terphenyl-d14	90	87	86	1.2			

Comment:

A LCS and LCS Duplicate were performed instead of a matrix spike and matrix spike duplicate.

QA/QC Batch 108135, QC Sample No: AQ62132 (AQ62726)

Volatiles

1,1,1,2-Tetrachloroethane	ND	105	110	4.7	102	114	11.1
1,1,1-Trichloroethane	ND	102	110	7.5	106	115	8.1
1,1,2,2-Tetrachloroethane	ND	110	107	2.8	109	122	11.3
1,1,2-Trichloroethane	ND	107	102	4.8	106	117	9.9
1,1-Dichloroethane	ND	104	107	2.8	106	115	8.1
1,1-Dichloroethene	ND	102	104	1.9	105	109	3.7
1,1-Dichloropropene	ND	101	107	5.8	105	109	3.7
1,2,3-Trichlorobenzene	ND	94	104	10.1	84	108	25.0
1,2,3-Trichloropropane	ND	115	109	5.4	101	115	13.0
1,2,4-Trichlorobenzene	ND	93	97	4.2	81	97	18.0
1,2,4-Trimethylbenzene	ND	100	110	9.5	100	104	3.9
1,2-Dibromo-3-chloropropane	ND	125	124	0.8	113	147	26.2
1,2-Dichlorobenzene	ND	99	105	5.9	97	106	8.9

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
1,2-Dichloroethane	ND	107	107	0.0	107	115	7.2
1,2-Dichloropropane	ND	107	108	0.9	107	111	3.7
1,3,5-Trimethylbenzene	ND	99	108	8.7	100	100	0.0
1,3-Dichlorobenzene	ND	97	103	6.0	95	101	6.1
1,3-Dichloropropane	ND	109	108	0.9	108	123	13.0
1,4-Dichlorobenzene	ND	93	99	6.3	91	97	6.4
2,2-Dichloropropane	ND	95	99	4.1	93	102	9.2
2-Chlorotoluene	ND	98	106	7.8	97	104	7.0
2-Hexanone	ND	99	84	16.4	88	113	24.9
2-Isopropyltoluene	ND	100	111	10.4	102	103	1.0
4-Chlorotoluene	ND	101	104	2.9	95	103	8.1
4-Methyl-2-pentanone	ND	113	109	3.6	114	129	12.3
Acetone	ND	<70	<70	NC	60	92	42.1
Acrolein	ND	110	97	12.6	107	126	16.3
Acrylonitrile	ND	113	104	8.3	108	136	23.0
Benzene	ND	103	109	5.7	108	112	3.6
Bromobenzene	ND	101	107	5.8	102	108	5.7
Bromochloromethane	ND	103	105	1.9	107	118	9.8
Bromodichloromethane	ND	106	108	1.9	107	115	7.2
Bromoform	ND	113	107	5.5	108	124	13.8
Bromomethane	ND	109	<70	NC	79	112	34.6
Carbon Disulfide	ND	104	109	4.7	99	107	7.8
Carbon tetrachloride	ND	99	108	8.7	105	107	1.9
Chlorobenzene	ND	105	110	4.7	105	107	1.9
Chloroethane	ND	99	99	0.0	101	104	2.9
Chloroform	ND	102	103	1.0	107	115	7.2
Chloromethane	ND	83	102	20.5	98	97	1.0
cis-1,2-Dichloroethene	ND	108	112	3.6	106	116	9.0
cis-1,3-Dichloropropene	ND	103	105	1.9	102	112	9.3
Dibromochloromethane	ND	110	107	2.8	106	121	13.2
Dibromoethane	ND	118	114	3.4	114	126	10.0
Dibromomethane	ND	108	107	0.9	108	119	9.7
Dichlorodifluoromethane	ND	91	100	9.4	102	110	7.5
Ethylbenzene	ND	105	113	7.3	107	108	0.9
Hexachlorobutadiene	ND	94	104	10.1	92	96	4.3
Isopropylbenzene	ND	99	109	9.6	104	107	2.8
m&p-Xylene	ND	105	113	7.3	107	111	3.7
Methyl ethyl ketone	ND	97	79	20.5	84	122	36.9
Methyl t-butyl ether (MTBE)	ND	112	104	7.4	106	121	13.2
Methylene chloride	ND	91	91	0.0	91	100	9.4
Naphthalene	ND	>130	>130	NC	82	147	56.8
n-Butylbenzene	ND	96	105	9.0	94	99	5.2
n-Propylbenzene	ND	102	111	8.5	100	102	2.0
o-Xylene	ND	104	112	7.4	107	112	4.6
p-Isopropyltoluene	ND	102	113	10.2	98	99	1.0
sec-Butylbenzene	ND	101	110	8.5	101	101	0.0
Styrene	ND	107	112	4.6	106	113	6.4
tert-Butylbenzene	ND	102	113	10.2	105	106	0.9
Tetrachloroethene	ND	101	106	4.8	97	103	6.0

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
Tetrahydrofuran (THF)	ND	115	100	14.0	106	137	25.5
Toluene	ND	103	110	6.6	106	111	4.6
trans-1,2-Dichloroethene	ND	104	102	1.9	99	113	13.2
trans-1,3-Dichloropropene	ND	108	100	7.7	100	114	13.1
trans-1,4-dichloro-2-butene	ND	94	83	12.4	75	103	31.5
Trichloroethene	ND	101	108	6.7	104	114	9.2
Trichlorofluoromethane	ND	101	107	5.8	106	113	6.4
Trichlorotrifluoroethane	ND	96	101	5.1	108	109	0.9
Vinyl chloride	ND	90	104	14.4	104	110	5.6
% 1,2-dichlorobenzene-d4	103	101	102	1.0	101	100	1.0
% Bromofluorobenzene	85	102	102	0.0	103	102	1.0
% Dibromofluoromethane	103	103	95	8.1	98	101	3.0
% Toluene-d8	96	101	102	1.0	102	101	1.0

QA/QC Batch 107967, QC Sample No: AQ62665 (AQ62723)

TPH by GC (Extractable Products)

Aviation Fuel/Kerosene	ND						
Fuel Oil #2/ Diesel Fuel	ND	105	51	69.2	105	124	16.6
Fuel Oil #4	ND						
Fuel Oil #6	ND						
Motor Oil	ND						
Other Oil (Cutting & Lubricating)	ND						
Unidentified	ND						

QA/QC Batch 108021, QC Sample No: AQ62720 (AQ62716, AQ62717, AQ62719, AQ62720, AQ62721, AQ62722, AQ62723, AQ62724, AQ62725)

Polynuclear Aromatic HC

2-Methylnaphthalene	ND	57	57	0.0	79	86	8.5
Acenaphthene	ND	54	54	0.0	80	84	4.9
Acenaphthylene	ND	55	57	3.6	98	108	9.7
Anthracene	ND	58	60	3.4	90	106	16.3
Benzo(a)anthracene	ND	58	60	3.4	108	>130	NC
Benzo(a)pyrene	ND	57	59	3.4	130	>130	NC
Benzo(b)fluoranthene	ND	59	60	1.7	>130	>130	NC
Benzo(ghi)perylene	ND	58	61	5.0	102	114	11.1
Benzo(k)fluoranthene	ND	58	60	3.4	114	108	5.4
Chrysene	ND	58	61	5.0	112	>130	NC
Dibenz(a,h)anthracene	ND	58	61	5.0	94	95	1.1
Fluoranthene	ND	60	64	6.5	126	>130	NC
Fluorene	ND	57	60	5.1	97	100	3.0
Indeno(1,2,3-cd)pyrene	ND	58	61	5.0	106	116	9.0
Naphthalene	ND	54	56	3.6	72	80	10.5
Phenanthrene	ND	58	59	1.7	104	>130	NC
Pyrene	ND	59	62	5.0	124	>130	NC
% 2-Fluorobiphenyl	63	54	54	0.0	71	75	5.5
% Nitrobenzene-d5	54	52	45	14.4	60	61	1.7
% Terphenyl-d14	58	50	49	2.0	70	71	1.4

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
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QA/QC Batch 108576, QC Sample No: AQ68091 (aq62710)

Volatiles

1,1,1,2-Tetrachloroethane	ND	109	101	7.6	112	99	12.3
1,1,1-Trichloroethane	ND	96	87	9.8	97	85	13.2
1,1,2,2-Tetrachloroethane	ND	112	98	13.3	118	106	10.7
1,1,2-Trichloroethane	ND	101	92	9.3	104	94	10.1
1,1-Dichloroethane	ND	98	88	10.8	98	87	11.9
1,1-Dichloroethene	ND	100	91	9.4	97	85	13.2
1,1-Dichloropropene	ND	99	91	8.4	101	86	16.0
1,2,3-Trichlorobenzene	ND	121	105	14.2	120	106	12.4
1,2,3-Trichloropropane	ND	110	112	1.8	103	102	1.0
1,2,4-Trichlorobenzene	ND	112	103	8.4	119	102	15.4
1,2,4-Trimethylbenzene	ND	107	97	9.8	111	96	14.5
1,2-Dibromo-3-chloropropane	ND	119	105	12.5	114	110	3.6
1,2-Dichlorobenzene	ND	110	101	8.5	112	100	11.3
1,2-Dichloroethane	ND	95	87	8.8	97	86	12.0
1,2-Dichloropropane	ND	96	89	7.6	99	87	12.9
1,3,5-Trimethylbenzene	ND	106	96	9.9	107	95	11.9
1,3-Dichlorobenzene	ND	107	99	7.8	112	97	14.4
1,3-Dichloropropane	ND	104	97	7.0	109	98	10.6
1,4-Dichlorobenzene	ND	108	99	8.7	113	99	13.2
2,2-Dichloropropane	ND	93	85	9.0	95	86	9.9
2-Chlorotoluene	ND	109	97	11.7	112	98	13.3
2-Hexanone	ND	90	87	3.4	83	79	4.9
2-Isopropyltoluene	ND	106	95	10.9	108	93	14.9
4-Chlorotoluene	ND	111	102	8.5	115	99	15.0
4-Methyl-2-pentanone	ND	93	86	7.8	94	90	4.3
Acetone	ND	77	75	2.6	48	51	6.1
Acrolein	ND	120	<70	NC	90	98	8.5
Acrylonitrile	ND	93	85	9.0	94	91	3.2
Benzene	ND	96	88	8.7	98	86	13.0
Bromobenzene	ND	112	99	12.3	113	99	13.2
Bromochloromethane	ND	101	89	12.6	103	93	10.2
Bromodichloromethane	ND	99	93	6.3	101	90	11.5
Bromoform	ND	110	103	6.6	116	106	9.0
Bromomethane	ND	<70	89	NC	65	84	25.5
Carbon Disulfide	ND	97	91	6.4	86	78	9.8
Carbon tetrachloride	ND	101	92	9.3	102	90	12.5
Chlorobenzene	ND	100	95	5.1	106	92	14.1
Chloroethane	ND	91	86	5.6	91	82	10.4
Chloroform	ND	93	85	9.0	100	88	12.8
Chloromethane	ND	101	93	8.2	89	77	14.5
cis-1,2-Dichloroethene	ND	102	91	11.4	100	87	13.9
cis-1,3-Dichloropropene	ND	98	90	8.5	103	91	12.4
Dibromochloromethane	ND	108	101	6.7	116	103	11.9
Dibromoethane	ND	101	95	6.1	104	96	8.0
Dibromomethane	ND	97	92	5.3	102	92	10.3
Dichlorodifluoromethane	ND	112	104	7.4	90	81	10.5

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
Ethylbenzene	ND	98	94	4.2	102	90	12.5
Hexachlorobutadiene	ND	110	100	9.5	113	99	13.2
Isopropylbenzene	ND	107	96	10.8	112	97	14.4
m&p-Xylene	ND	99	94	5.2	105	91	14.3
Methyl ethyl ketone	ND	85	78	8.6	70	66	5.9
Methyl t-butyl ether (MTBE)	ND	93	89	4.4	103	96	7.0
Methylene chloride	ND	99	91	8.4	95	86	9.9
Naphthalene	ND	129	99	26.3	129	105	20.5
n-Butylbenzene	ND	106	96	9.9	111	93	17.6
n-Propylbenzene	ND	111	101	9.4	113	98	14.2
o-Xylene	ND	97	94	3.1	102	89	13.6
p-Isopropyltoluene	ND	111	100	10.4	111	96	14.5
sec-Butylbenzene	ND	106	97	8.9	110	95	14.6
Styrene	ND	96	94	2.1	100	88	12.8
tert-Butylbenzene	ND	106	97	8.9	108	95	12.8
Tetrachloroethene	ND	104	98	5.9	108	94	13.9
Tetrahydrofuran (THF)	ND	95	84	12.3	96	92	4.3
Toluene	ND	97	89	8.6	100	87	13.9
trans-1,2-Dichloroethene	ND	99	88	11.8	95	86	9.9
trans-1,3-Dichloropropene	ND	99	92	7.3	100	93	7.3
trans-1,4-dichloro-2-butene	ND	105	97	7.9	105	107	1.9
Trichloroethene	ND	100	94	6.2	102	88	14.7
Trichlorofluoromethane	ND	101	92	9.3	97	85	13.2
Trichlorotrifluoroethane	ND	101	91	10.4	100	87	13.9
Vinyl chloride	ND	98	91	7.4	91	82	10.4
% 1,2-dichlorobenzene-d4	100	102	100	2.0	99	100	1.0
% Bromofluorobenzene	88	91	94	3.2	91	92	1.1
% Dibromofluoromethane	96	100	102	2.0	99	102	3.0
% Toluene-d8	93	96	96	0.0	95	95	0.0

QA/QC Batch 108496, QC Sample No: AQ69001 (aq62723, aq62725)

Volatiles

1,1,1,2-Tetrachloroethane	ND	99	105	5.9	85	87	2.3
1,1,1-Trichloroethane	ND	93	96	3.2	84	91	8.0
1,1,2,2-Tetrachloroethane	ND	91	91	0.0	85	89	4.6
1,1,2-Trichloroethane	ND	99	102	3.0	91	93	2.2
1,1-Dichloroethane	ND	92	97	5.3	83	87	4.7
1,1-Dichloroethene	ND	90	94	4.3	82	90	9.3
1,1-Dichloropropene	ND	92	96	4.3	86	91	5.6
1,2,3-Trichlorobenzene	ND	99	98	1.0	53	59	10.7
1,2,3-Trichloropropane	ND	111	111	0.0	78	92	16.5
1,2,4-Trichlorobenzene	ND	94	90	4.3	53	54	1.9
1,2,4-Trimethylbenzene	ND	93	93	0.0	71	73	2.8
1,2-Dibromo-3-chloropropane	ND	117	119	1.7	80	85	6.1
1,2-Dichlorobenzene	ND	94	95	1.1	66	69	4.4
1,2-Dichloroethane	ND	92	96	4.3	80	82	2.5
1,2-Dichloropropane	ND	93	98	5.2	85	88	3.5
1,3,5-Trimethylbenzene	ND	91	93	2.2	73	75	2.7
1,3-Dichlorobenzene	ND	93	91	2.2	65	68	4.5

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
1,3-Dichloropropane	ND	98	100	2.0	87	89	2.3
1,4-Dichlorobenzene	ND	91	92	1.1	64	66	3.1
2,2-Dichloropropane	ND	88	91	3.4	67	78	15.2
2-Chlorotoluene	ND	91	93	2.2	73	76	4.0
2-Hexanone	ND	98	103	5.0	72	75	4.1
2-Isopropyltoluene	ND	91	93	2.2	72	74	2.7
4-Chlorotoluene	ND	93	92	1.1	69	73	5.6
4-Methyl-2-pentanone	ND	99	103	4.0	86	89	3.4
Acetone	ND	75	95	23.5	50	51	2.0
Acrolein	ND	<70	<70	NC	22	33	40.0
Acrylonitrile	ND	98	102	4.0	74	81	9.0
Benzene	ND	91	95	4.3	83	87	4.7
Bromobenzene	ND	92	95	3.2	75	78	3.9
Bromochloromethane	ND	95	100	5.1	84	89	5.8
Bromodichloromethane	ND	98	101	3.0	82	86	4.8
Bromoform	ND	113	115	1.8	84	90	6.9
Bromomethane	ND	82	84	2.4	31	77	85.2
Carbon Disulfide	ND	87	91	4.5	70	77	9.5
Carbon tetrachloride	ND	96	98	2.1	82	90	9.3
Chlorobenzene	ND	95	99	4.1	77	81	5.1
Chloroethane	ND	84	88	4.7	76	83	8.8
Chloroform	ND	91	95	4.3	82	86	4.8
Chloromethane	ND	79	87	9.6	70	78	10.8
cis-1,2-Dichloroethene	ND	96	101	5.1	84	89	5.8
cis-1,3-Dichloropropene	ND	94	97	3.1	79	82	3.7
Dibromochloromethane	ND	103	107	3.8	87	91	4.5
Dibromoethane	ND	98	102	4.0	90	92	2.2
Dibromomethane	ND	96	100	4.1	86	89	3.4
Dichlorodifluoromethane	ND	74	79	6.5	81	88	8.3
Ethylbenzene	ND	95	99	4.1	81	82	1.2
Hexachlorobutadiene	ND	93	94	1.1	63	67	6.2
Isopropylbenzene	ND	89	93	4.4	80	82	2.5
m&p-Xylene	ND	97	100	3.0	79	81	2.5
Methyl ethyl ketone	ND	89	103	14.6	65	70	7.4
Methyl t-butyl ether (MTBE)	ND	97	99	2.0	83	85	2.4
Methylene chloride	ND	83	89	7.0	77	82	6.3
Naphthalene	ND	107	108	0.9	71	74	4.1
n-Butylbenzene	ND	90	88	2.2	65	67	3.0
n-Propylbenzene	ND	92	93	1.1	74	77	4.0
o-Xylene	ND	97	101	4.0	76	81	6.4
p-Isopropyltoluene	ND	95	96	1.0	72	74	2.7
sec-Butylbenzene	ND	90	92	2.2	74	77	4.0
Styrene	ND	99	102	3.0	72	76	5.4
tert-Butylbenzene	ND	91	94	3.2	77	81	5.1
Tetrachloroethene	ND	95	98	3.1	85	86	1.2
Tetrahydrofuran (THF)	ND	98	98	0.0	89	92	3.3
Toluene	ND	94	97	3.1	82	86	4.8
trans-1,2-Dichloroethene	ND	92	95	3.2	81	87	7.1
trans-1,3-Dichloropropene	ND	96	99	3.1	76	81	6.4

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
trans-1,4-dichloro-2-butene	ND	93	94	1.1	53	66	21.8
Trichloroethene	ND	95	102	7.1	85	88	3.5
Trichlorofluoromethane	ND	88	92	4.4	81	86	6.0
Trichlorotrifluoroethane	ND	86	90	4.5	82	88	7.1
Vinyl chloride	ND	82	87	5.9	73	85	15.2
% 1,2-dichlorobenzene-d4	100	100	101	1.0	101	102	1.0
% Bromofluorobenzene	100	104	103	1.0	98	99	1.0
% Dibromofluoromethane	97	102	100	2.0	104	105	1.0
% Toluene-d8	97	99	101	2.0	101	100	1.0

QA/QC Batch 108616, QC Sample No: AQ69653 (AQ62726)

Volatiles

1,1,1,2-Tetrachloroethane	ND	103	114	10.1	81	90	10.5
1,1,1-Trichloroethane	ND	92	103	11.3	75	82	8.9
1,1,2,2-Tetrachloroethane	ND	102	112	9.3	77	84	8.7
1,1,2-Trichloroethane	ND	97	104	7.0	79	87	9.6
1,1-Dichloroethane	ND	96	104	8.0	74	80	7.8
1,1-Dichloroethene	ND	94	105	11.1	77	82	6.3
1,1-Dichloropropene	ND	86	99	14.1	80	87	8.4
1,2,3-Trichlorobenzene	ND	96	112	15.4	70	84	18.2
1,2,3-Trichloropropane	ND	119	115	3.4	83	79	4.9
1,2,4-Trichlorobenzene	ND	89	102	13.6	63	76	18.7
1,2,4-Trimethylbenzene	ND	92	104	12.2	42	58	32.0
1,2-Dibromo-3-chloropropane	ND	111	118	6.1	84	89	5.8
1,2-Dichlorobenzene	ND	97	106	8.9	71	81	13.2
1,2-Dichloroethane	ND	96	104	8.0	70	75	6.9
1,2-Dichloropropane	ND	92	102	10.3	76	84	10.0
1,3,5-Trimethylbenzene	ND	92	104	12.2	66	79	17.9
1,3-Dichlorobenzene	ND	91	103	12.4	70	82	15.8
1,3-Dichloropropane	ND	103	112	8.4	81	88	8.3
1,4-Dichlorobenzene	ND	91	104	13.3	71	81	13.2
2,2-Dichloropropane	ND	80	88	9.5	65	70	7.4
2-Chlorotoluene	ND	93	105	12.1	72	83	14.2
2-Hexanone	ND	91	88	3.4	44	48	8.7
2-Isopropyltoluene	ND	93	104	11.2	71	84	16.8
4-Chlorotoluene	ND	95	108	12.8	68	81	17.4
4-Methyl-2-pentanone	ND	101	101	0.0	52	61	15.9
Acetone	ND	<70	<70	NC	49	47	4.2
Acrolein	ND	<70	120	NC	42	86	68.8
Acrylonitrile	ND	101	102	1.0	68	72	5.7
Benzene	ND	89	98	9.6	75	83	10.1
Bromobenzene	ND	96	108	11.8	67	79	16.4
Bromochloromethane	ND	99	106	6.8	77	84	8.7
Bromodichloromethane	ND	95	104	9.0	72	80	10.5
Bromoform	ND	106	117	9.9	77	87	12.2
Bromomethane	ND	96	74	25.9	72	58	21.5
Carbon Disulfide	ND	94	103	9.1	64	70	9.0
Carbon tetrachloride	ND	92	104	12.2	75	85	12.5
Chlorobenzene	ND	94	103	9.1	75	83	10.1

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
Chloroethane	ND	90	97	7.5	67	72	7.2
Chloroform	ND	92	101	9.3	72	79	9.3
Chloromethane	ND	95	110	14.6	63	68	7.6
cis-1,2-Dichloroethene	ND	95	106	10.9	75	83	10.1
cis-1,3-Dichloropropene	ND	87	95	8.8	69	77	11.0
Dibromochloromethane	ND	105	116	10.0	78	88	12.0
Dibromoethane	ND	97	104	7.0	79	85	7.3
Dibromomethane	ND	97	106	8.9	75	83	10.1
Dichlorodifluoromethane	ND	112	123	9.4	70	74	5.6
Ethylbenzene	ND	91	100	9.4	56	64	13.3
Hexachlorobutadiene	ND	91	104	13.3	64	82	24.7
Isopropylbenzene	ND	92	106	14.1	47	61	25.9
m&p-Xylene	ND	90	102	12.5	62	72	14.9
Methyl ethyl ketone	ND	78	79	1.3	54	53	1.9
Methyl t-butyl ether (MTBE)	ND	93	99	6.3	74	77	4.0
Methylene chloride	ND	99	105	5.9	71	74	4.1
Naphthalene	ND	96	123	24.7	11	16	37.0
n-Butylbenzene	ND	89	103	14.6	32	47	38.0
n-Propylbenzene	ND	94	107	12.9	39	52	28.6
o-Xylene	ND	91	101	10.4	72	80	10.5
p-Isopropyltoluene	ND	93	107	14.0	69	81	16.0
sec-Butylbenzene	ND	92	105	13.2	47	59	22.6
Styrene	ND	90	99	9.5	54	62	13.8
tert-Butylbenzene	ND	93	105	12.1	72	84	15.4
Tetrachloroethene	ND	93	107	14.0	85	94	10.1
Tetrahydrofuran (THF)	ND	105	107	1.9	75	79	5.2
Toluene	ND	88	97	9.7	73	80	9.2
trans-1,2-Dichloroethene	ND	94	103	9.1	73	80	9.2
trans-1,3-Dichloropropene	ND	90	96	6.5	67	73	8.6
trans-1,4-dichloro-2-butene	ND	86	87	1.2	56	60	6.9
Trichloroethene	ND	92	102	10.3	87	95	8.8
Trichlorofluoromethane	ND	100	112	11.3	73	79	7.9
Trichlorotrifluoroethane	ND	95	107	11.9	77	82	6.3
Vinyl chloride	ND	96	107	10.8	70	76	8.2
% 1,2-dichlorobenzene-d4	101	102	99	3.0	100	101	1.0
% Bromofluorobenzene	86	94	94	0.0	93	92	1.1
% Dibromofluoromethane	101	103	98	5.0	105	102	2.9
% Toluene-d8	95	96	95	1.0	95	96	1.0

QA/QC Batch 108455, QC Sample No: AQ69656 (AQ62716, AQ62717, AQ62720, AQ62722)

Volatiles

1,1,1,2-Tetrachloroethane	ND	103	102	1.0	104	104	0.0
1,1,1-Trichloroethane	ND	107	112	4.6	110	117	6.2
1,1,2,2-Tetrachloroethane	ND	94	93	1.1	76	81	6.4
1,1,2-Trichloroethane	ND	105	103	1.9	107	104	2.8
1,1-Dichloroethane	ND	109	110	0.9	111	116	4.4
1,1-Dichloroethene	ND	102	107	4.8	106	114	7.3
1,1-Dichloropropene	ND	104	108	3.8	99	107	7.8
1,2,3-Trichlorobenzene	ND	95	98	3.1	47	51	8.2

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
1,2,3-Trichloropropane	ND	98	102	4.0	111	105	5.6
1,2,4-Trichlorobenzene	ND	98	97	1.0	48	49	2.1
1,2,4-Trimethylbenzene	ND	103	102	1.0	25	28	11.3
1,2-Dibromo-3-chloropropane	ND	102	106	3.8	104	98	5.9
1,2-Dichlorobenzene	ND	97	97	0.0	55	59	7.0
1,2-Dichloroethane	ND	104	101	2.9	105	103	1.9
1,2-Dichloropropane	ND	106	106	0.0	107	114	6.3
1,3,5-Trimethylbenzene	ND	102	102	0.0	48	59	20.6
1,3-Dichlorobenzene	ND	99	99	0.0	78	84	7.4
1,3-Dichloropropane	ND	107	103	3.8	111	109	1.8
1,4-Dichlorobenzene	ND	99	97	2.0	75	78	3.9
2,2-Dichloropropane	ND	108	109	0.9	101	109	7.6
2-Chlorotoluene	ND	98	101	3.0	62	70	12.1
2-Hexanone	ND	91	103	12.4	80	55	37.0
2-Isopropyltoluene	ND	101	104	2.9	52	65	22.2
4-Chlorotoluene	ND	102	102	0.0	62	64	3.2
4-Methyl-2-pentanone	ND	102	105	2.9	53	45	16.3
Acetone	ND	85	91	6.8	107	89	18.4
Acrolein	ND	107	103	3.8	103	96	7.0
Acrylonitrile	ND	114	106	7.3	109	92	16.9
Benzene	ND	105	106	0.9	96	100	4.1
Bromobenzene	ND	100	98	2.0	53	56	5.5
Bromochloromethane	ND	108	108	0.0	114	113	0.9
Bromodichloromethane	ND	105	108	2.8	105	105	0.0
Bromoform	ND	97	98	1.0	97	94	3.1
Bromomethane	ND	120	92	26.4	128	103	21.6
Carbon Disulfide	ND	103	109	5.7	90	103	13.5
Carbon tetrachloride	ND	101	108	6.7	100	112	11.3
Chlorobenzene	ND	103	103	0.0	74	80	7.8
Chloroethane	ND	99	110	10.5	108	123	13.0
Chloroform	ND	107	107	0.0	107	111	3.7
Chloromethane	ND	96	100	4.1	105	115	9.1
cis-1,2-Dichloroethene	ND	113	115	1.8	111	115	3.5
cis-1,3-Dichloropropene	ND	105	106	0.9	101	103	2.0
Dibromochloromethane	ND	102	101	1.0	105	103	1.9
Dibromoethane	ND	110	102	7.5	107	104	2.8
Dibromomethane	ND	102	103	1.0	103	103	0.0
Dichlorodifluoromethane	ND	91	92	1.1	115	125	8.3
Ethylbenzene	ND	105	105	0.0	54	63	15.4
Hexachlorobutadiene	ND	99	103	4.0	32	47	38.0
Isopropylbenzene	ND	100	103	3.0	48	64	28.6
m&p-Xylene	ND	106	110	3.7	52	60	14.3
Methyl ethyl ketone	ND	101	103	2.0	89	84	5.8
Methyl t-butyl ether (MTBE)	ND	96	95	1.0	99	95	4.1
Methylene chloride	ND	100	103	3.0	104	108	3.8
Naphthalene	ND	98	117	17.7	23	8.9	88.4
n-Butylbenzene	ND	99	101	2.0	18	32	56.0
n-Propylbenzene	ND	104	104	0.0	33	49	39.0
o-Xylene	ND	105	106	0.9	66	74	11.4

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
p-Isopropyltoluene	ND	103	107	3.8	42	59	33.7
sec-Butylbenzene	ND	100	105	4.9	35	54	42.7
Styrene	ND	106	107	0.9	42	47	11.2
tert-Butylbenzene	ND	102	103	1.0	64	79	21.0
Tetrachloroethene	ND	104	104	0.0	92	106	14.1
Tetrahydrofuran (THF)	ND	102	102	0.0	102	95	7.1
Toluene	ND	104	105	1.0	77	83	7.5
trans-1,2-Dichloroethene	ND	91	96	5.3	94	99	5.2
trans-1,3-Dichloropropene	ND	115	106	8.1	100	98	2.0
trans-1,4-dichloro-2-butene	ND	114	95	18.2	89	71	22.5
Trichloroethene	ND	107	109	1.9	126	121	4.0
Trichlorofluoromethane	ND	103	111	7.5	102	113	10.2
Trichlorotrifluoroethane	ND	97	102	5.0	98	112	13.3
Vinyl chloride	ND	96	107	10.8	107	122	13.1
% 1,2-dichlorobenzene-d4	103	95	100	5.1	97	97	0.0
% Bromofluorobenzene	96	102	101	1.0	97	101	4.0
% Dibromofluoromethane	99	98	104	5.9	103	99	4.0
% Toluene-d8	98	100	98	2.0	97	102	5.0

QA/QC Batch 108552, QC Sample No: AQ69921 (AQ62719, AQ62721)

Volatiles

1,1,1,2-Tetrachloroethane	ND	99	105	5.9	90	117	26.1
1,1,1-Trichloroethane	ND	106	113	6.4	85	123	36.5
1,1,2,2-Tetrachloroethane	ND	91	87	4.5	107	129	18.6
1,1,2-Trichloroethane	ND	103	101	2.0	105	126	18.2
1,1-Dichloroethane	ND	107	112	4.6	91	123	29.9
1,1-Dichloroethene	ND	106	118	10.7	88	117	28.3
1,1-Dichloropropene	ND	107	117	8.9	80	122	41.6
1,2,3-Trichlorobenzene	ND	108	102	5.7	76	65	15.6
1,2,3-Trichloropropane	ND	92	88	4.4	116	116	0.0
1,2,4-Trichlorobenzene	ND	105	102	2.9	63	69	9.1
1,2,4-Trimethylbenzene	ND	97	105	7.9	79	109	31.9
1,2-Dibromo-3-chloropropane	ND	97	99	2.0	105	119	12.5
1,2-Dichlorobenzene	ND	97	98	1.0	80	100	22.2
1,2-Dichloroethane	ND	104	106	1.9	103	120	15.2
1,2-Dichloropropane	ND	105	108	2.8	91	121	28.3
1,3,5-Trimethylbenzene	ND	98	103	5.0	80	107	28.9
1,3-Dichlorobenzene	ND	98	101	3.0	76	103	30.2
1,3-Dichloropropane	ND	97	103	6.0	108	123	13.0
1,4-Dichlorobenzene	ND	98	100	2.0	77	106	31.7
2,2-Dichloropropane	ND	108	114	5.4	85	128	40.4
2-Chlorotoluene	ND	94	101	7.2	82	112	30.9
2-Hexanone	ND	95	91	4.3	73	89	19.8
2-Isopropyltoluene	ND	98	102	4.0	77	104	29.8
4-Chlorotoluene	ND	98	103	5.0	85	113	28.3
4-Methyl-2-pentanone	ND	102	98	4.0	114	122	6.8
Acetone	ND	93	84	10.2	72	64	11.8
Acrolein	ND	100	99	1.0	131	123	6.3
Acrylonitrile	ND	108	102	5.7	132	127	3.9

QA/QC Data

SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
Benzene	ND	107	111	3.7	87	120	31.9
Bromobenzene	ND	97	98	1.0	85	118	32.5
Bromochloromethane	ND	107	110	2.8	112	129	14.1
Bromodichloromethane	ND	107	110	2.8	91	122	29.1
Bromoform	ND	99	100	1.0	99	121	20.0
Bromomethane	ND	>130	118	NC	103	144	33.2
Carbon Disulfide	ND	112	124	10.2	83	111	28.9
Carbon tetrachloride	ND	104	114	9.2	79	116	37.9
Chlorobenzene	ND	100	104	3.9	87	112	25.1
Chloroethane	ND	107	121	12.3	101	118	15.5
Chloroform	ND	102	107	4.8	93	122	27.0
Chloromethane	ND	116	125	7.5	96	116	18.9
cis-1,2-Dichloroethene	ND	112	116	3.5	95	125	27.3
cis-1,3-Dichloropropene	ND	112	109	2.7	84	128	41.5
Dibromochloromethane	ND	98	103	5.0	98	125	24.2
Dibromoethane	ND	109	107	1.9	109	130	17.6
Dibromomethane	ND	103	103	0.0	104	124	17.5
Dichlorodifluoromethane	ND	>130	>130	NC	101	131	25.9
Ethylbenzene	ND	101	109	7.6	84	112	28.6
Hexachlorobutadiene	ND	100	106	5.8	50	56	11.3
Isopropylbenzene	ND	97	103	6.0	82	118	36.0
m&p-Xylene	ND	104	113	8.3	88	114	25.7
Methyl ethyl ketone	ND	101	96	5.1	91	100	9.4
Methyl t-butyl ether (MTBE)	ND	95	93	2.1	99	112	12.3
Methylene chloride	ND	108	114	5.4	105	119	12.5
Naphthalene	ND	127	121	4.8	136	114	17.6
n-Butylbenzene	ND	100	106	5.8	66	89	29.7
n-Propylbenzene	ND	102	105	2.9	80	114	35.1
o-Xylene	ND	101	108	6.7	89	110	21.1
p-Isopropyltoluene	ND	101	110	8.5	74	102	31.8
sec-Butylbenzene	ND	96	105	9.0	76	103	30.2
Styrene	ND	101	108	6.7	87	109	22.4
tert-Butylbenzene	ND	99	105	5.9	80	110	31.6
Tetrachloroethene	ND	101	110	8.5	84	112	28.6
Tetrahydrofuran (THF)	ND	94	94	0.0	142	127	11.2
Toluene	ND	105	111	5.6	84	116	32.0
trans-1,2-Dichloroethene	ND	96	103	7.0	79	105	28.3
trans-1,3-Dichloropropene	ND	117	109	7.1	89	136	41.8
trans-1,4-dichloro-2-butene	ND	115	100	14.0	80	153	62.7
Trichloroethene	ND	108	112	3.6	82	119	36.8
Trichlorofluoromethane	ND	110	126	13.6	87	117	29.4
Trichlorotrifluoroethane	ND	105	117	10.8	84	115	31.2
Vinyl chloride	ND	113	>130	NC	89	119	28.8
% 1,2-dichlorobenzene-d4	103	101	96	5.1	101	97	4.0
% Bromofluorobenzene	98	100	103	3.0	105	96	9.0
% Dibromofluoromethane	96	104	96	8.0	105	103	1.9
% Toluene-d8	98	103	100	3.0	96	98	2.1

QA/QC Data

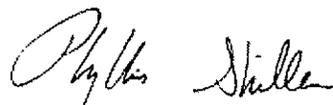
SDG I.D.: GAQ62710

Parameter	Blank	LCS %	LCSD %	LCS RPD	MS Rec %	MS Dup Rec %	RPD
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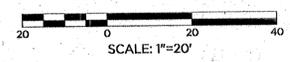
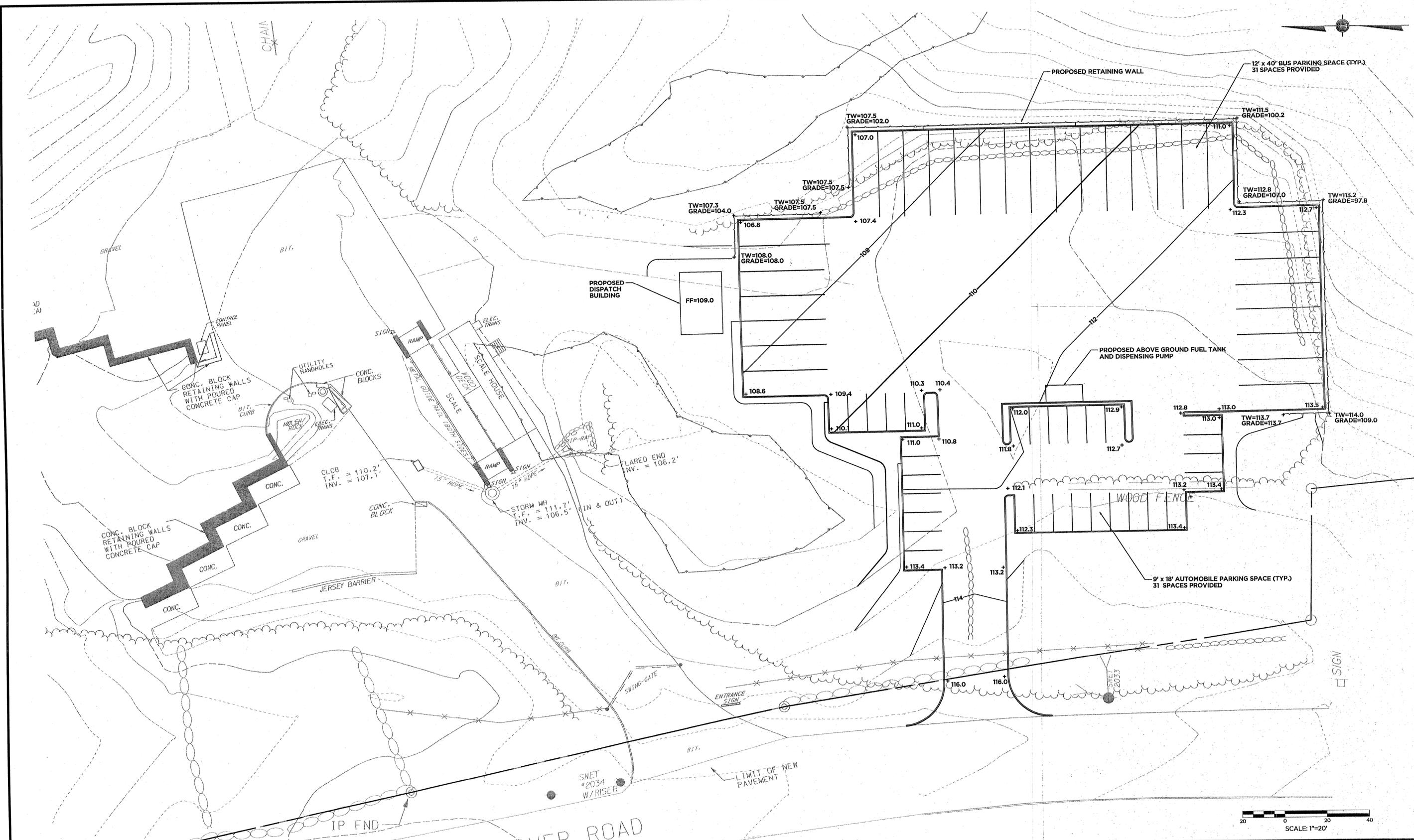
3 = This parameter is outside laboratory ms/msd specified limits.

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



Phyllis Shiller, Laboratory Director
September 02, 2008



FOUR MILE RIVER ROAD

- MAP REFERENCES:**
- "BOUNDARY AND TOPOGRAPHIC SURVEY, BULKY WASTE LANDFILL AND TRANSFER STATION PREPARED FOR TOWN OF OLD LYME" DATED 05/06/03 PREPARED BY ANCHOR ENGINEERING SERVICES, INC., GLASTONBURY, CT, SHEET 1 OF 1.
 - ADDITIONAL TOPOGRAPHIC SURVEY PERFORMED IN FIELD BY ANCHOR ENGINEERING SERVICES, INC., ON 9/15/2008.
- NOTE:**
- EXISTING TOPOGRAPHIC CONTOURS IN WORK AREA HAVE BEEN MODIFIED TO DEPICT THE TOPOGRAPHIC CONTOURS AFTER REMOVAL OF STOCKPILES.

<p>ANCHOR ENGINEERING SERVICES, INC. 41 Sequin Drive Glastonbury, CT 06033 Phone: (860) 633-8770 Fax: (860) 633-5971 www.anchorengr.com</p>		CONCEPTUAL SITE AND GRADING PLAN	
		PREPARED FOR THE TOWN OF OLD LYME SCHOOL BUS PARKING FACILITY FOUR MILE RIVER ROAD OLD LYME, CT	
CIVIL ENGINEERING PROJ. ENGINEER CAH PROJ. MANAGER MNB OFFICE REVIEW MNB	ENVIRONMENTAL CONSULTING LAND SURVEYING CONSTRUCTION MANAGEMENT	REVISIONS PROJECT 717-10 DATE 11/4/2008 SCALE: 1"=20'	SHEET NO. 1 OF 1

TAB I

Plans