

SECTION 6.0
SIGNATURE PAGE

Submitted by



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Reviewed by



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APPENDIX A

GENERAL TERMS:

**TYPES OF ASBESTOS-CONTAINING MATERIALS
TYPES OF ASBESTOS-CONTAINING ROOFING MATERIALS
NESHAP CATEGORIES FOR ACM**

TYPES OF ASBESTOS-CONTAINING MATERIALS

Asbestos-Containing Material (ACM)

Asbestos-containing materials, as defined by National Emission Standards for Hazardous Air Pollutants (NESHAP), are materials that have an asbestos content of greater than 1 percent.

Friable Material

Material that can be crumbled or reduced to a powder using normal hand pressure. Nonfriable material is too hard to be crumbled or reduced to a powder without the use of tools. Nonfriable materials may become friable if abraded or broken.

Suspect Materials

There are three broad classes that define suspect, asbestos-containing materials. These are: 1) surfacing material, 2) thermal system insulation, and 3) miscellaneous material. All materials that fit the description of these materials (as described below) are suspected to contain asbestos, until sampled and analyzed.

- Surfacing Material - Materials applied by spray or trowel are classified as surfacing materials. Asbestos was used in a variety of surfacing materials for fireproofing, acoustic dampening, condensation control, and decorative purposes. Surfacing materials that contain asbestos usually occur as fireproofing on steel-frame members, textured ceilings, or acoustic plaster ceilings.
- Thermal System Insulation (TSI) Material - Chill water, hot water, and steam-generating mechanical systems are frequently insulated with materials that contain asbestos. Pipes may be insulated with a nonasbestos-containing material, but have mastic or plastered joints that contain asbestos. Insulation materials that contain asbestos are generally found in boiler rooms and chiller rooms, in pipe chases in walls, in pipe runs above suspended ceilings, or in crawl spaces under buildings. Insulation covered with an undamaged jacket or wrap is classified as nonfriable. Adhesives used to hold insulation in place or provide an airtight seal are also nonfriable materials. Most other types of thermal insulation are friable.
- Miscellaneous Material - Miscellaneous building materials are materials that are used for finishing of interior spaces, or adhesive materials applied to building materials and roofs. These materials have been manufactured with asbestos for strength enhancement, fire retardation, condensation control, acoustical dampening, or corrosion resistance. The most common type of friable miscellaneous material is ceiling tile. Most other miscellaneous materials are nonfriable materials such as vinyl floor tile, adhesives, and cementitious panels (Transite™).

TYPES OF ASBESTOS-CONTAINING ROOFING MATERIALS (ACRM)**Field Membrane**

This area is usually the predominant part of any roof deck and is comprised of all nonflashed areas and is applied directly to the roof substrate over an intermediate insulating layer. It usually consists of alternating layers of rolled-out felts and hot tar, topped with more hot tar to waterseal, and gravel. The asbestos, if found, is in one or more of the layers of tar or may be in the felts themselves.

Edge Flashing

This component consists of a cold bull/pitch applied to the substrate around the perimeter of a flat roof deck. An additional 8" - 12" of felt is applied to the bull/pitch to seal the edge of the roof substrate before a 4" - 6" piece of metal drip guard is placed over these materials to counterflash and protect against wind and rain. The field membrane felts are then blended in with the inner edge to conform with the rest of the roof. The asbestos, if found, is in the layers of bull/pitch, tar, or may be in the flashing felts themselves.

Wall Base/Parapet Flashing

This component consists of a cold bull/pitch applied to the roof substrate, adjoining wall base, fan/vent, scupper trough, hatch, chimney, or raised parapet wall. An additional 12" - 48" of felt (often painted silver) is applied to the bull/pitch to seal the edges of the roof substrate, wall(s), or the side or top of the concrete parapet wall. The field membrane felts are then blended in with the inner edge to conform with the rest of the roof. The asbestos, if found, is in the layers of bull/pitch, tar, or may be in the flashing felts themselves.

Roof Fixture Flashing

This component consists of a cold bull/pitch applied to the roof substrate around any of the following fixtures: roof drain, vent-thru-roof stack (VTR), pitch pan, gooseneck vents, mechanical equipment supports, or any other roof penetration. An additional sheet of metal counterflashing (extending 4" - 24" from the center) is applied to the bull/pitch to seal the edges to the roof substrate. The field membrane felts are placed over up to the fixture sides to conform with the rest of the roof. The asbestos, if found, is in the layers of bull/pitch, tar, or may be in the flashing felts themselves.

NESHAP CATEGORIES FOR ACM**Regulated ACM (RACM)**

All ACM that is friable or likely to become friable during renovation or demolition activities is considered to be RACM. These materials must be removed from buildings prior to renovation or demolition activities that will disturb them.

Category I Nonfriable ACM

Resilient flooring, such as vinyl floor tile and rolled vinyl sheeting, valve packings and gaskets, and asphalt (bituminous) roofing materials are all classified as Category I Nonfriable materials. If these materials are in good condition, they are not likely to become friable during demolition, and therefore, may remain in place for demolition. However, these materials must be removed prior to renovations if the renovation involves alteration that would render them friable.

Category II Nonfriable ACM

Category II materials are all other nonfriable materials that are not classified as Category I. Asbestos cement products and plaster are the most common types of Category II materials. Most Category II materials are likely to become friable during demolition, and therefore, must be removed prior to demolition. These materials must be removed prior to renovations if the renovation involves alteration that would render them friable.

APPENDIX B
LABORATORY ANALYSIS REPORT
PLM RESULTS

March 9, 2011 11:25

REPORT

SENT CH2M HILL
TO: 6410 5TH STREET, SUITE 2A
KEY WEST, FL 33040
ANDREW H. SMYTH
305-294-1645/FAX:305-294-4913

PREPARED BY: AAL
Asbestos Department
5005 WEST LAUREL STREET
SUITE 110
TAMPA, FL 33607
NVLAP Code 101775
(813) 287-1005

Thank you for your business.

Analysis: Polarized Light Microscopy (PLM) with dispersion staining techniques according to the United States (US) Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials," EPA/600/R-93-116, July, 1993.

Sample Type : BULK
#Of Samples : 26

Date in : March 1, 2009
Date out : March 9, 2011

Work Order# : M103146
EE&G Project# : 2010_2498
Project : KEY WEST WASTE STATION

Collected by : H.A.A.
Delivery by : FEDEX
Received by : KIA

Analyzed By:



Khandaker I. Anam



Authorized Signature



Due to the small size of asbestos fibers associated with vinyl floor tiles, TEM analysis is recommended for all floor tile containing <1% or no detectable asbestos by visual estimation.

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The following analytical results presented in this report pertain only to the samples analyzed. American Asbestos Laboratories assumes no responsibility for whether the samples accurately represent the material in question.

LABORATORY BULK SAMPLE ANALYSIS REPORT

CLIENT : CH2M HILL
 PROJECT : KEY WEST WASTE STATION
 WORK ORDER NUMBER : M105146

Samples were analyzed in accordance with the Interim
 Method as described in 40 CFR, Part 263, Vol. 52, No. 210

ID#	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	CHRY	AMOS	CROCF	TAMM	ANTH	OTHER	NON-AMF FIBERS
01A	REA	GRAY FANTHROP STUCCO	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			1-2
01B	REA	GRAY FANTHROP STUCCO	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			1-2
01C	REA	GRAY FANTHROP STUCCO	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			1-2
02A	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			6-70
03A	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			6-70
04A	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			1-2
04B	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			7
05A	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			1-2
06A	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			2
07A	REA	WHITE VINYL CONCRETE	RESOURCER REC BLD	02341 REACT				NO ASBESTOS DETECTED			2

March 9, 2017 11:25

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CLIENT CH2M HILL,
PROJECT KEY WEST WASTE STATION

LABGRATOR'S BULK SAMPLE ANALYSIS REPORT CONTINUED

WORK ORDER NUMBER W03145

ID#	ANALYSIS	DESCRIPTION	LOCATION	SAMPLE NUMBER	PERCENT ASBESTOS FIBERS			OTHER	CONCNS
					CHRY	AMOS	TREM		
101	KIA	UNIT 5 VIB & YELLOW GLUE	RTSOUTWRT REC BLD	022411H437E		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
102	KIA	WHITE SKIMCOAT WALL TRIM	RTSOUTWRT REC BLD	022411H438		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
103	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H439		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
104	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H440		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
105	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H441		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
106	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H442		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
107	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H443		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
108	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H444		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
109	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H445		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
110	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H446		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
111	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H447		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
112	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H448		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
113	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H449		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
114	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H450		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
115	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H451		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
116	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H452		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
117	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H453		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
118	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H454		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
119	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H455		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2
120	KIA	WHITE SKIMCOAT WALL TRIM	RESOLINT REC BLD	022411H456		NO ASBESTOS DETECTED	NO ASBESTOS DETECTED		1.2

Report Continued on Next Page

March 9, 2011 11:25

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CLIENT : CH2M HILL
PROJECT : KEY WEST WASTE STATION

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

WORK ORDER NUMBER: M103146

ID#	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	PERCENT ASBESTOS FIBERS			USON-ASB FIBERS	
					CHRY	AMOS	CROC	TERM	OTHER
17A	KIA	WHITE INSULATION DEBRIS	RESOURCE REC.BLD	022411HA18		NO ASBESTOS DETECTED			5-HB
18A	KIA	WHITE A/C MASTIC	RESOURCE REC.BLD	022411HA19		NO ASBESTOS DETECTED			1-2
19A	KIA	RED GASKET	RESOURCE REC.BLD	022411HA20		NO ASBESTOS DETECTED			1-2

QUALITY CONTROL

03/09/11 - 9:30 AM

Quality Control Officer

Analytical results pertain only to the sample(s) analyzed.

ABBREVIATIONS: ANA = Analyst; ASB = Asbestos; CHRY = Chrysotile; AMOS = Amosite; CROC = Crocidolite; TERM = Term/Act; ANTH = Anthophyllite; ACT = Actinolite; AL = Aluminum; ASDH = Amphibole;
BLK = Black; BACK = Backing; BL = Blue; BRN = Brown; C = Cellulose; CALC = Calcareous; CPT = Carpet; CTL = Ceiling tile; CEM = Cement; COV = Cover; DEB = Debris; FC = Fiberglass; FB = Fibrous; HOB =
MAS = Mastic; MAT = Material; MIC = Micaceous; MW = Mineral wool; ORG = Orange; PAI = Paint; PAP = Paper; PL = Plaster; PLAS = Plastic; PWDOR = Powder; BDP = Bulk/Debris; HAN = HAN; HUB = Huber;
SIL = Silver; SR = Sheet rock; SUB = Substance; S = Synthetic; TEXT = Textured; TR = Trace; TRAN = Transfer; TREM = Tremolite; VERM = Vermiculite; VYL = Vinyl; W = Wollastonite; WH = White; YEL = Yellow

JACKLAB
M103146



EE&G Environmental Services, LLC
5751 Miami Lakes Drive
Miami Lakes, Florida 33014

BULK TRANSMITTAL FORM CHAIN OF CUSTODY

CLIENT: CH2M Hill
 CLIENT CONTACT: A. Smyth
 DATE COLLECTED: 2-24-11
 DATE SENT: 11
 STOP AT FIRST POSITIVE: ☒ Y ☐ N (circle one)

PROJECT: KW Waste Station
 PROJECT NUMBER: 2010-2495
 BILL GROUP/PHASE: CH2M Hill
 DATE VERBAL NEEDED: 3-4-11
 DATE WRITTEN NEEDED: 4

SAMPLE PREFIX _____

SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
1. <u>022411 M01</u>	<u>Grey</u>	<u>Ext. Surface</u>	<u>Resource Recovery Bldg</u>
2. <u>02</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
3. <u>03</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
4. <u>04</u>	<u>White</u>	<u>2x4 at ground ct</u>	<u>↓</u>
5. <u>05</u>	<u>↓</u>	<u>↓ ↓ Floor ct.</u>	<u>↓</u>
6. <u>06</u>	<u>Blue</u>	<u>12" VFT + 1/2" + 1/4"</u>	<u>↓</u>
7. <u>07</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
8. <u>08</u>	<u>White</u>	<u>Shim coat wall finish</u>	<u>↓</u>
9. <u>09</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
10. <u>10</u>	<u>Blue</u>	<u>Base board</u>	<u>↓</u>
11. <u>11</u>	<u>↓</u>	<u>12" VFT (from wall)</u>	<u>↓</u>
12. <u>12</u>	<u>White</u>	<u>Roll of insulation</u>	<u>↓</u>
13. <u>13</u>	<u>↓</u>	<u>HVAC Duct ductwork</u>	<u>↓</u>
14. <u>14</u>	<u>Black</u>	<u>Roof felt</u>	<u>↓</u>
15. <u>15</u>	<u>White</u>	<u>Exterior pipe insul.</u>	<u>↓</u>
16. <u>16</u>	<u>↓</u>	<u>Exterior pipe insulation</u>	<u>↓</u>
17. <u>17</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
18. <u>18</u>	<u>↓</u>	<u>Insul debris (1815)</u>	<u>↓</u>
19. <u>19</u>	<u>↓</u>	<u>White debris on</u>	<u>↓</u>
20. <u>20</u>	<u>Red</u>	<u>Grass</u>	<u>↓</u>

CHAIN OF CUSTODY:
DATE/TIME

PRINT NAME/SIGNATURE

PURPOSE

2-24-11

H. Aguiar


CTA


REPORT

SENT CH2M HILL
TO: 6410 5TH STREET, SUITE 2A
KEY WEST, FL 33040
ANDREW H. SMYTH
305-294-1645/FAX:305-294-4913

Thank you for your business.

PREPARED BY: AAL
Asbestos Department
5005 WEST LAUREL STREET
SUITE 110
TAMPA, FL 33607
NVLAP Code 101775
(813) 287-1005

Analysis: Polarized Light Microscopy (PLM) with dispersion staining techniques according to the United States (US) Environmental Protection Agency (EPA) "Method for the Determination of Asbestos in Bulk Building Materials," EPA/600/R-93-116, July, 1993.

Sample Type : BULK
#Of Samples : 43

Date in : March 1, 2011
Date out : March 9, 2011

Work Order# : M103148
EE&G Project# : 2010 2498
Project : KEY WEST WASTE STATION

Collected by : H.A.A.
Delivery by : FEDEX
Received by : KIA

Analyzed By:


Khandaker I. Anam


Authorized Signature

Due to the small size of asbestos fibers associated with vinyl floor tiles, TEM analysis is recommended for all floor tile containing <1% or no detectable asbestos by visual estimation.

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LABORATORY BULK SAMPLE ANALYSIS REPORT

CLIENT CH2M HILL
PROJECT KEY WEST WASTE STATION

Samples were analyzed in accordance with the Interim
Method as described in 40 CFR, Part 765, Vol. 52, No. 210

WORK ORDER NUMBER W10348

LAB	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	CHRY	PERCENT ASBESTOS FIBERS AMOS LROM REM	ANFI	OTHER	5-MIN-AMF FIBERS
02A	ELA	BLACK GASTIC	R R BLDG	0224110201		NO ASBESTOS DETECTED			2
02B	ELA	BLACK GASTIC	R R BLDG	0224110202		NO ASBESTOS DETECTED			2.0
02C	RUG	WHITE HVAC NON-GL	R R BLDG	0224110203		NO ASBESTOS DETECTED			1.2
02D	ELA	WHITE P-DE ASASTIC	R R BLDG	0224110204		NO ASBESTOS DETECTED			1.2
02E	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110205		NO ASBESTOS DETECTED			60.22
02F	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110206		NO ASBESTOS DETECTED			60.22
02G	ELA	REDUCTANT VIT & SHIL	R R BLDG	0224110208		NO ASBESTOS DETECTED			1.2
02H	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110209		NO ASBESTOS DETECTED			1.2
02I	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110210		NO ASBESTOS DETECTED			1.2
02J	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110211		NO ASBESTOS DETECTED			1.2
02K	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110212		NO ASBESTOS DETECTED			1.2
02L	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110213		NO ASBESTOS DETECTED			1.2
02M	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110214		NO ASBESTOS DETECTED			1.2
02N	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110215		NO ASBESTOS DETECTED			1.2
02O	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110216		NO ASBESTOS DETECTED			1.2
02P	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110217		NO ASBESTOS DETECTED			1.2
02Q	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110218		NO ASBESTOS DETECTED			1.2
02R	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110219		NO ASBESTOS DETECTED			1.2
02S	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110220		NO ASBESTOS DETECTED			1.2
02T	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110221		NO ASBESTOS DETECTED			1.2
02U	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110222		NO ASBESTOS DETECTED			1.2
02V	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110223		NO ASBESTOS DETECTED			1.2
02W	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110224		NO ASBESTOS DETECTED			1.2
02X	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110225		NO ASBESTOS DETECTED			1.2
02Y	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110226		NO ASBESTOS DETECTED			1.2
02Z	ELA	WHITE P-2-24 DOT FIBERGLASS	R R BLDG	0224110227		NO ASBESTOS DETECTED			1.2

Report Continued on Next Page

March 9, 2013 15:02

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CLIENT : CH2M HILL
PROJECT : KEY WEST WASTE STATION

LABORATORY BULK SAMPLE ANALYSIS REPORT, CONTINUED

WORK ORDER NUMBER: M103148

[illegible]

Report Continued on Next Page

CLIENT : CHEM HILL
PROJECT : KEY WEST WASTE STATION

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

WORK ORDER NUMBER: 113148

ID#	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	PHIBY	AMOR	CRYS	REM	ANLI	OTHER	PERCENT ASBESTOS FIBERS	ENG/ASSE	FIBERS
21A	QIA	WHITE UNIFORMS	SCALE HOUSE	0224-11049		NO ASBESTOS DETECTED							15/90
22A	QIA	GELS CONCRETE SLAB	SCALE HOUSE	0224-11049		NO ASBESTOS DETECTED							12
23A	QIA	GELS CONCRETE SLAB	SCALE HOUSE	0224-11049		NO ASBESTOS DETECTED							12
24A	QIA	WHITE PAINTING CAPITAL	SCALE HOUSE	0224-11049		NO ASBESTOS DETECTED							12
25A	QIA	WHITE PAINT VEE	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
26A	QIA	WHITE PAINT VEE	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
27A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
28A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
29A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
30A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
31A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
32A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
33A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
34A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
35A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
36A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
37A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
38A	QIA	GREY CONCRETE WALL	ASH TRANSFER BLD	0224-11049		NO ASBESTOS DETECTED							12
39A	QIA	GREY CONCRETE WALL	ELECTRICAL BUILDING	0224-11049		NO ASBESTOS DETECTED							12

CLIENT : CH2M HILL
PROJECT : KEY WEST WASTE STATION

LABORATORY BULK SAMPLE ANALYSIS REPORT CONTINUED

WORK ORDER NUMBER: M103148

ID#	ANA	DESCRIPTION	LOCATION	SAMPLE NUMBER	PERCENT ASBESTOS FIBERS			ANTH	OTHER	SUM OF ASB FIBERS
					CHRY	AMOS	CROC	TREM		
32B	KIA	GREY CONCRETE SLAB	MISC. BLDG	022411HA62		NO ASBESTOS DETECTED				1-2
32C	KIA	GREY CONCRETE SLAB	R.R. BLDG	022411HA63		NO ASBESTOS DETECTED				1-2
32D	KIA	GREY CONCRETE SLAB	R.R. BLDG	022411HA64		NO ASBESTOS DETECTED				1-2
32E	KIA	GREY CONCRETE SLAB	R.R. BLDG	022411HA65		NO ASBESTOS DETECTED				1-2

Analytical results pertain only to the sample(s) analyzed.

ABBREVIATIONS: ANA = Analyst; ASB = Asbestos; CHRY = Chrysotile; AMOS = Amosite; CROC = Crocidolite; TERM = Term/Ac; ANTH = Anthophyllite; ACT = Actinolite; AL = Aluminum; ANTI = Anthracite; BLK = Black; BACK = Backing; BL = Blue; BRN = Brown; C = Cellulose; CALC = Calcareous; CPT = Carpet; CTL = Ceiling tile; CEM = Cement; COV = Cover; DEB = Debris; FG = Fiberglass; FIB = Fibrous; MAT = Mastic; MAT = Material; MIC = Micaceous; MW = Mineral wool; ORG = Orange; PAI = Paint; PAP = Paper; PL = Plastic; PLAS = Plastic; PWD = Powder; RED = Reflective Orange; RUB = Rubber; SIL = Silver; SR = Sheet rock; SUB = Substance; S = Synthetic; TEXT = Textured; TR = Trace; TRAN = Transite; TREM = Tremolite; VERM = Vermiculite; VIN = Vinyl; W = Wollastonite; WHI = White; TIB = Titanium

LABORATORY
03-09-2011

Quality Control Officer

M103148



CONTINUATION OF
BULK TRANSMITTAL FORM
CHAIN OF CUSTODY

Page 2 of 3

PROJECT NUMBER: 3010-2498

BILL GROUP/PHASE: CHC at H.11

SAMPLE PREFIX: _____

signed
Missing
signed

SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
21. <u>022411 H.21</u>	<u>Black</u>	<u>Grout</u>	<u>R.R. Bldg.</u>
22. <u>23</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
23. <u>23</u>	<u>White</u>	<u>HVAC duct</u>	<u>↓</u>
24. <u>24</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
25. <u>25</u>	<u>↓</u>	<u>NO sample</u>	<u>↓</u>
26. <u>26</u>	<u>↓</u>	<u>2x4 at Furrow Ct</u>	<u>↓</u>
27. <u>27</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
28. <u>28</u>	<u>Black</u>	<u>12" VFT + g/v</u>	<u>↓</u>
29. <u>29</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
30. <u>30</u>	<u>Black</u>	<u>Roof edge flashing</u>	<u>Immigration Bldg.</u>
31. <u>31</u>	<u>Gray</u>	<u>Scum caulking</u>	<u>↓</u>
32. <u>32</u>	<u>Black</u>	<u>12" VFT</u>	<u>Modular/Power House</u>
33. <u>33</u>	<u>↓</u>	<u>Caulking textured in 12"</u>	<u>↓</u>
34. <u>34</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
35. <u>35</u>	<u>Gray</u>	<u>Black caulking</u>	<u>↓</u>
36. <u>36</u>	<u>Black/white</u>	<u>downspout pipe</u>	<u>Cooling tower Bldg.</u>
37. <u>37</u>	<u>Black</u>	<u>Grout</u>	<u>↓</u>
38. <u>38</u>	<u>↓</u>	<u>Roof membrane</u>	<u>Electrical Bldg.</u>
39. <u>39</u>	<u>Gray</u>	<u>Ext. STUCCO</u>	<u>↓</u>
40. <u>40</u>	<u>↓</u>	<u>Concrete - Floor</u>	<u>Tipping Area</u>
41. <u>41</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
42. <u>42</u>	<u>↓</u>	<u>Concrete - Wall</u>	<u>↓</u>
43. <u>43</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
44. <u>44</u>	<u>Gray</u>	<u>Concrete - slab</u>	<u>Scale House</u>
45. <u>45</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
46. <u>46</u>	<u>White</u>	<u>Caulking on metal</u>	<u>↓</u>
47. <u>47</u>	<u>Black</u>	<u>metal contact</u>	<u>↓</u>
48. <u>48</u>	<u>White</u>	<u>downspout</u>	<u>↓</u>
49. <u>49</u>	<u>↓</u>	<u>Grout</u>	<u>↓</u>
50. <u>50</u>	<u>Gray</u>	<u>Concrete slab</u>	<u>↓</u>
51. <u>51</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
52. <u>52</u>	<u>White</u>	<u>Caulking on metal</u>	<u>↓</u>
53. <u>53</u>	<u>Black</u>	<u>12" VFT</u>	<u>Ash Transfer Bldg.</u>
54. <u>54</u>	<u>Gray</u>	<u>Concrete wall</u>	<u>↓</u>
55. <u>55</u>	<u>↓</u>	<u>↓ wall</u>	<u>↓</u>

CHAIN OF CUSTODY:
DATE/TIME

2-24-11

PRINT NAME/SIGNATURE

H. Aguiar [Signature]

C= Collection T= Transportation A= Analysis

RECEIVED

PURPOSE

C T A
C T A
C T A

[Signature]

1103 148



CONTINUATION OF
BULK TRANSMITTAL FORM
CHAIN OF CUSTODY

Page 3 of 3

PROJECT NUMBER: 2010-2498

BILL GROUP/PHASE: CH2M Hill

SAMPLE PREFIX: _____

SAMPLE NUMBER	COLOR	SAMPLE DESCRIPTION	SAMPLE LOCATION
21. <u>CH2M 11456</u>	<u>Grey</u>	<u>Concrete Ash</u>	<u>Ash Transfer Plant</u>
22. <u>57</u>	<u>↓</u>	<u>Shale</u>	<u>↓</u>
23. <u>58</u>	<u>↓</u>	<u>Asphalt</u>	<u>↓</u>
24. <u>59</u>	<u>White</u>	<u>11456 Plastic</u>	<u>↓</u>
25. <u>60</u>	<u>Grey</u>	<u>Good Shale</u>	<u>Electrical Shale</u>
26. <u>61</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
27. <u>62</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
28. <u>63</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
29. <u>64</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
30. <u>65</u>	<u>↓</u>	<u>↓</u>	<u>↓</u>
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CHAIN OF CUSTODY:
DATE/TIME

2-21-11

PRINT NAME/SIGNATURE

[Signature]



PURPOSE

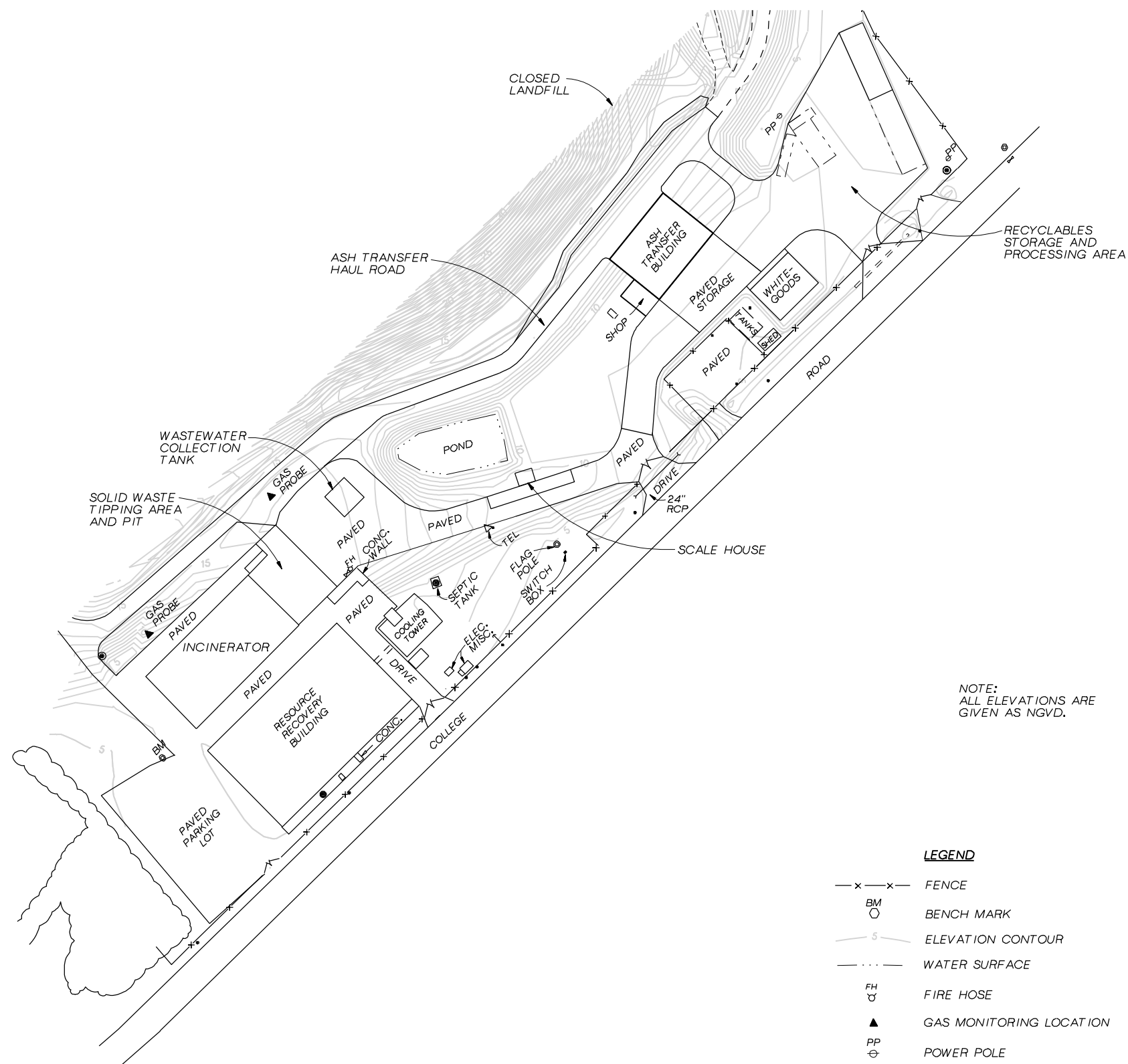
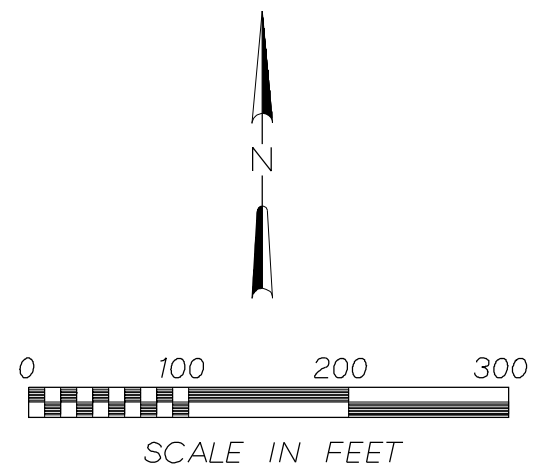
C T A
C T A
C T A

C= Collection T= Transportation A= Analysis

APPENDIX C

FIGURES

DESIGNED BY	DRAWN BY	CHECKED BY
1	1	1
2	2	2
3	3	3

[illegible]

<div>CH2M HILL KEY WEST OFFICE 6410 5th ST, SUIT 2-A KEY WEST, FLORIDA</div>	DSGN N. WOODS					<div>REUSE OF DOCUMENTS</div> <div>THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CH2M HILL AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CH2M HILL.</div> <div>©CH2M HILL</div>	<div>SCALE</div> <div>BAR IS ONE INCH ON ORIGINAL DRAWING.</div> <div>0 1"</div> <div>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.</div>	<div>CITY OF KEY WEST SOUTHERNMOST WASTE TO ENERGY FACILITY INCINERATOR AND ASH TRANSFER FACILITIES</div>	<div>FIGURE D-4 SITE PLAN</div>	SHEET 1
	DR 9163-F001.DGN O. KLEIN									DWG NO.
	CHK K. WILLIAMS									DATE NOV. 1997
	APVD J. WOODS	NO.	DATE	REVISION	BY					APVD

APPENDIX D
INSPECTION PHOTOGRAPHS



Photo 1: Resource Recovery building.



Photo 2: Interior view of the Resource Recovery building.



Photo 3: Typical nonACM 2'x4' ceiling tile sampled during this inspection.



Photo 4: Typical nonACM white roll insulation sampled during this inspection.



Photo 5: Typical nonACM white HVAC duct mastic sampled during this inspection.



Photo 6: NonACM white metal pipe mastic sampled during this inspection.



Photo 7: Typical nonACM 12"x12" blue VFT with glue sampled during this inspection.



Photo 8: Typical nonACM pipe insulation sampled during this inspection.



Photo 9: Typical nonACM white pipe insulation debris sampled during this inspection.



Photo 10: NonACM white generator muffler exhaust insulation sampled during this inspection.



Photo 11: NonACM black gasket sampled during this inspection.



Photo 12: NonACM red gasket sampled during this inspection.



Photo 13: Typical nonACM pipe insulation sampled during this inspection.



Photo 14: Green modular inside Resource Recovery building inspected for ACM.



Photo 15: NonACM white 12"x12" VFT sampled during this inspection.



Photo 16: Cooling Tower building inspected for ACM during this inspection.



Photo 17: Ash building inspected for ACM during this inspection.



Photo 18: Typical interior view of the Ash building.



Photo 19: NonACM roof edge flashing sampled at the Ash building during this inspection.



Photo 20: Fire Equipment shed inspected for ACM during this inspection.



Photo 21: Tipping Area inspected for ACM during this inspection.



Photo 22: Ash Transfer building inspected for ACM during this inspection.



Photo 23: Scale House inspected for ACM during this inspection.

APPENDIX E
CERTIFICATES



M·E·T·A

Mayhew Environmental Training Associates

I N C O R P O R A T E D

Certificate # 7ME04231001AIR0004

This is to certify that

Hiram Aquiar

*has on 4/23/10, in Miami Lakes, FL
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2606*

AHERA Asbestos Building Inspector Refresher Course

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)
on 4/23/10 - 4/23/10 and passed the associated examination on 4/23/10
with a score of 70% or better*

CM = 0.5



Provider #: FL49-0001221

Course #: FL49-0004715

Soc. Sec. #: XXX-XX-9801
Accreditation Expires: 4/23/11

Robert W. Brooks

Instructor
Robert Brooks

Thomas Bradford Mayhew

President
Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6362

NO 5227070

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ADMINISTRATIVE LICENSING UNIT

SE000100032601293

DATE BATCH NUMBER LICENSE NUMBER

09/25/2010 140120327 ED00000010

THE ASBESTOS CONSULTANT
NAMED BELOW IS LICENSED
UNDER THE PROVISIONS OF CHAPTER 463, F.S.
EXPIRATION DATE: NOV 30, 2012

COTTRILL, DANIEL JOSEPH
6367 SW 44 ST
MIAMI

FL 33155-5142

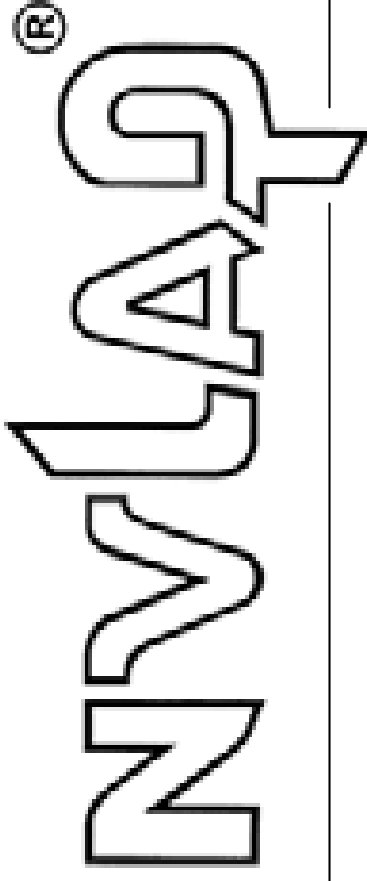


CHARLIE CRIST
GOVERNOR

CHARLIE LIEM
SECRETARY

DISPLAY AS REQUIRED BY LAW

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101775-0

American Asbestos Laboratories, Inc.
Tampa, FL

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

BULK ASBESTOS FIBER ANALYSIS

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2010-04-01 through 2011-03-31

Effective dates



John J. Busch
For the National Institute of Standards and Technology



ENVIRONMENTAL SERVICES, LLC

**REVISED LIMITED
LEAD-BASED PAINT INSPECTION REPORT
FOR**

**SOUTHERNMOST
WASTE TO ENERGY PLANT COMPLEX
5701 COLLEGE ROAD
KEY WEST, FLORIDA 33040**

Prepared for

CH₂M HILL
6410 5TH STREET, SUITE 2A
KEY WEST, FLORIDA 33040

ATTENTION: MR. ANDREW SMYTH

Prepared by

Ronald G. MacDonald
EPA Lead Risk Assessor: FL-R-912-3



EE&G Environmental Services, LLC
5751 Miami Lakes Drive
Miami Lakes, Florida 33014
(305) 374-8300

Original Issue Date: March 3, 2011
Revision Date: March 23, 2011
EE&G Project No. 2010-2498

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APPENDICES

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SECTION 1.0

INTRODUCTION

1.1 INTRODUCTION

At the request of the CH₂M HILL (hereafter referred to as the Client), EE&G Environmental Services, LLC (EE&G) conducted a limited Lead-Based Paint (LBP) inspection of the Southernmost Waste to Energy Plant Complex located at 5701 College Road, Key West, Florida. The inspection was performed by Environmental Protection Agency (EPA) Lead-Based Paint Risk Assessor, Ronald G. MacDonald of EE&G on February 23rd and 24th, 2011. EE&G's scope of work for this project consisted of evaluating the subject facility utilizing an X-Ray Fluorescence (XRF) instrument to assess for lead concentrations in selected painted building components.

1.2 OWNER INFORMATION

CITY OF KEY WEST
POST OFFICE BOX 1409
KEY WEST, FLORIDA 33041-1409

1.3 EDUCATIONAL MATERIALS

A copy of *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools* has been provided in Appendix A of this report. Federal law requires that individuals receive certain information before renovating more than two square feet of painted surfaces in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child-care facilities, including preschools and kindergarten classrooms, and the families of children under the age of six that attend those facilities: renovators must provide a copy of this pamphlet to child-care facilities and general renovation information to families whose children attend those facilities.

Federal law requires contractors that disturb lead-based paint in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Contractors must provide certification prior to renovations.

SECTION 2.0**COMPLEX DESCRIPTION**

At the time of this inspection the Southernmost Waste to Energy Plant Complex consisted of approximately 8 structures; Resource Recovery Building, Solid Waste Tipping Area, Storage Shed, Raised Cooling Tower structure, Fire Equipment Shed, Electrical building, Scale House, and Ash Transfer Building. The incinerator was not observed on the property at the time of this inspection. According to the county records the complex was built approximately in 1972. Painting history was not available at the time of the inspection.

The Resource Recovery Building, Solid Waste Tipping Area, and Ash Transfer Building were observed to be constructed primarily of concrete and steel. The Solid Waste Tipping Area also housed 2 cranes and a control room which could not be safely accessed.

Raised Cooling Tower structure was observed to be steel structure. The electrical building was a concrete structure supported on concrete slab.

The Storage Shed, Fire Equipment Shed, and Scale House were observed to be of modular construction. The storage shed had an unpainted metal exterior and was not accessed during this inspection. Two other modular buildings were located in the southern part of the Resource Recovery Building, and a third was observed in the east side of the Solid Waste Tipping Area.

See Appendix C for a copy of site diagram provide by the client.

SECTION 3.0

METHODS AND LIMITATIONS

3.1 XRF METHODS

The limited inspection was performed based on a modified version of the protocol established in the "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" by the Department of Housing and Urban Development (HUD) in June 1995. A portable spectrum analyzing XRF instrument manufactured by Niton Corporation was utilized to perform a limited LBP inspection of interior and exterior painted building components of the structures located at the subject property. The XRF serial number was 21205, and last date of calibration was August 10, 2010.

The XRF instrument performs a self-calibration test on startup. The calibration was then verified using a known standard from the United States Department of Commerce National Institute of Standards and Technology (NIST). QA/QC measurements were taken with the Level III (1.04 mg/cm²) NIST standard at the beginning and end of the inspection. XRF test results express lead concentrations in milligram per square centimeter (mg/cm²). The results were stored in the XRF for later retrieval in a spreadsheet format.

XRF testing combinations were determined on site by an EPA Certified Lead-Based paint Risk Assessor and the following factors; location (e.g. Building, Floor, Unit, Room), component (e.g. Wall, Ceiling, Door, Door Frame, Baseboard, etc.), substrate (e.g. Drywall, Concrete, Wood, Metal, etc.), and painting history (if available). An XRF reading was obtained from selected testing combinations.

3.2 LIMITATIONS

The limited inspection was conducted to assess selected painted building components for the presence of lead. Because of limitations in access this inspection can not be utilized as a Lead-Based Paint Inspection as defined in the HUD Guidelines, that is beyond the intent and scope of this limited inspection. The inspected areas are assumed to be representative of the coatings used throughout the facility. This limited inspection report has been prepared by EE&G in a manner consistent with industry standards exercised by members of the profession practicing under similar conditions. No other warranty, expressed or implied is made. Under no circumstances is this limited inspection report to be utilized as a bid proposal or a project specification document, as this is not its intent. The intent of this inspection report is to assist the client in assessing for lead in selected painted building components.

EPA and HUD define lead-based paint (LBP) as; paint or other coatings that contain lead at or greater than the level of 1.0 mg/cm² or 0.5% by weight; however, the US Department of Labor's Occupational Safety and Health Administration (OSHA) lead regulation, 29 CFR 1926.62, does not recognize a concentration of lead in paint that may be safe for workers therefore, measurable amounts of lead are considered to be a potential source of exposure. This assessment can be utilized to identify building components that contain lead. However, as

OSHA does not recognize the absence of lead through XRF, this assessment can not be utilized for establishing that coatings are lead-free for purposes of OSHA compliance.

EE&G's interpretations and recommendations are based upon the results of the XRF testing, environmental regulations, and quality control and assurance standards. The results, conclusions, and recommendations contained in this report pertain to conditions observed at the time of the inspection. Other conditions elsewhere at the subject facility may differ from those in the inspected locations and, such conditions are unknown, may change over time, and have not been considered.

This report was prepared solely for the use of EE&G's client, and is not intended for use by third party beneficiaries. The client shall indemnify and hold EE&G harmless against any liability for any loss arising out of or relating to reliance by any third party on any work performed there under, or the contents of this report. EE&G will not be held responsible for the interpretation or use by others of data developed pursuant to the compilation of this report, or for use of segregated portions of this report.

SECTION 4.0

INSPECTION FINDINGS

4.1 XRF TESTING RESULTS

HUD defines LBP as; paints or coatings with lead concentrations equal to or greater than 1.0 mg/cm² when measured by XRF. The following components were identified as LBP during this inspection:

DESCRIPTION: **Metal safety railings**
CONDITION: **Damaged – some localized peeling in spots**
LOCATIONS: **Resource Recovery Building – south end, storage area above cages.
Solid Waste Tipping Area – catwalks and northeast exterior.**

DESCRIPTION: **Metal stair hand railings**
CONDITION: **Damaged – some localized peeling in spots**
LOCATIONS: **Resource Recovery Building – south end, south of wood modular.**

DESCRIPTION: **Concrete floor stripe**
CONDITION: **Damaged – some localized chipping in spots**
LOCATIONS: **Resource Recovery Building – south end, east of wood modular.**

DESCRIPTION: **Concrete floor curbing stripe**
CONDITION: **Damaged – some localized chipping in spots**
LOCATIONS: **Resource Recovery Building – north end, around equipment slabs.**

DESCRIPTION: **Metal water tank**
CONDITION: **Intact**
LOCATIONS: **Resource Recovery Building – north end, along west wall.**

DESCRIPTION: **Metal stair hand railings, stair treads, and risers**
CONDITION: **Intact**
LOCATIONS: **Resource Recovery Building – north end, stairway to control room
Solid Waste Tipping Area – catwalks and west side incinerator pad.**

DESCRIPTION: **Metal safety railings**
CONDITION: **Intact**
LOCATIONS: **Resource Recovery Building – north end, catwalk at control room.**

DESCRIPTION: **Metal ladder and safety cage**
CONDITION: **Intact**
LOCATIONS: **Resource Recovery Building – north end, catwalk at control room.
Solid Waste Tipping Area – catwalks.**

DESCRIPTION:	Metal stair hand railings
CONDITION:	Intact
LOCATIONS:	Resource Recovery Building – north end, interior stairwell
DESCRIPTION:	Metal bollard
CONDITION:	Intact
LOCATIONS:	Resource Recovery Building – exterior, north.
DESCRIPTION:	Concrete parking stop
CONDITION:	Intact
LOCATIONS:	Resource Recovery Building – exterior, south and north.
DESCRIPTION:	Metal rebar screen frame
CONDITION:	Damaged - Chipping
LOCATIONS:	Solid Waste Tipping Area – exterior, north.
DESCRIPTION:	Metal ladder
CONDITION:	Intact
LOCATIONS:	Raised Cooling Tower – underside platform.
DESCRIPTION:	Metal bollard and railing
CONDITION:	Intact
LOCATIONS:	Raised Cooling Tower – exterior, east. Scale House – exterior, south. Ash Transfer Building – exterior, south, southwest, and west.
DESCRIPTION:	Metal drain cover
CONDITION:	Intact
LOCATIONS:	Raised Cooling Tower – exterior, north.
DESCRIPTION:	Metal posts
CONDITION:	Intact
LOCATIONS:	Raised Cooling Tower – exterior, north.
DESCRIPTION:	Metal guard rail
CONDITION:	Intact
LOCATIONS:	Scale House – exterior, southeast.
DESCRIPTION:	Metal floor stripe
CONDITION:	Damaged – some localized chipping in spots
LOCATIONS:	Scale House – exterior, east – edge of scale.
DESCRIPTION:	Crane and associated catwalks and railings
CONDITION:	Not accessed (Assumed LBP)
LOCATIONS:	Solid Waste Tipping Area – catwalks and west side incinerator pad.

Testing combinations and XRF results are presented in Appendix B, LBP Photographs in Appendix C.

SECTION 5.0

RECOMMENDATIONS

5.1 RECOMMENDATIONS FOR LBP

IF the structure is to remain occupied any LBP areas that have become damaged should be completely abated or stabilized to prevent further delamination (i.e. surface preparation for repainting operations). Any abatement procedure in which LBP is disturbed should be conducted by trained personnel and in accordance with all federal, state and local regulations, including OSHA's lead regulation 29 CFR 1926.62. Also, prior to disposal, the entire waste stream from LBP abatement (paint, rags, protective suits, debris, etc.) must be characterized by a Toxic Characteristic Leachate Procedure (TCLP) test. The EPA requires TCLP testing to determine if the waste is considered hazardous.

To comply with OSHA lead regulation 29 CFR 1926.62, the testing results should be made available to any personnel that will conduct painting operations of these structures. This regulation considers paint that contains any amount of lead to be lead-based paint and mandates protective measures any time a painting or renovation project involves the disturbance of LBP components in such a way as to cause airborne emissions of lead particulate (sanding, scraping, grinding, etc.). These protective measures include: personnel protection (respirators, protective suits, etc.), engineering controls and personnel air monitoring until results of the personnel monitoring indicate airborne lead concentrations below the Permissible Exposure Limit (PEL) of fifty (50) micrograms per cubic meter as an eight-hour time weighted average (TWA). In lieu of the above protective measures, painting personnel may provide objective historical data from previous similar projects to demonstrate that the PEL for lead will not be exceeded.

If the structure is to be demolished, prior to demolition, a "wastestream characterization" should be performed on the structure. This "wastestream" must be characterized by a Toxic Characteristic Leachate Procedure (TCLP) test. The EPA requires TCLP testing to determine if the waste is considered either hazardous (and must be disposed of in a special disposal site) or is nonhazardous, and may be disposed of in a standard landfill. For some materials such as steel and mostly metal components, recycling at a certified recycling facility is another alternative to including these components as a representative fraction of the waste stream characterization. Finally, baseline representative soil samples should be collected from each address/lot on the properties to establish a background "Lead-in Soil" concentration for future post-demolition comparison.

To comply with OSHA lead regulation 29 CFR 1926.62, the laboratory analysis results should be made available to any personnel that will conduct demolition and razing operations of this structure. This regulation considers paint that contains any amount of lead to be lead-based paint and mandates protective measures any time a demolition project involves the disturbance of LBP components in such a way as to cause airborne emissions of lead particulate (torching, disc sanding, etc.). These protective measures include: personnel protection (respirators, protective suits, etc.), engineering controls and personnel air monitoring until results of the personnel monitoring indicate airborne lead concentrations below the Permissible Exposure

Limit (PEL) of fifty (50) micrograms per cubic meter as an eight-hour time weighted average (TWA). In lieu of the above protective measures, demolition personnel may provide objective historical data from previous similar projects to demonstrate that the PEL for lead will not be exceeded.

At completion of demolition/razing/disposal of the structure down to grade, final representative soil samples should be collected from each address/lot to determine a final background "Lead-in-Soil" concentration that should be below EPA/HUD or Florida DEP guidelines for Affordable Housing. If levels exceed EPA/HUD and/or Florida DEP guidelines, some soil remediation may be required to eliminate contaminated soil. Additional round(s) of confirmatory testing will then be required to clear this area.

5.2 RECOMMENDATIONS FOR OTHER PAINTS AND COATINGS

OSHA does not recognize the absence of lead through XRF; therefore, these materials must be considered to be lead-containing and a potential source of exposure unless determined to be nonlead-containing through laboratory analysis (i.e. Flame AAS, Method SW 846, 7420).

Any activity that would release lead dust or fumes must be performed by workers in accordance with the OSHA standard for removal of lead containing paint. If these materials can remain intact during renovation or demolition, then no other special handling is required.

5.3 OSHA COMPLIANCE

To comply with OSHA lead regulation 29 CFR 1926.62, this report should be made available to personnel that will conduct painting (or demolition?) operations at this facility. This regulation considers coatings that contain measurable amounts of lead to be lead-based paint and mandates protective measures when a painting or demolition project involves the disturbance of painted components in such a way as to cause airborne emissions of lead particulate (sanding, scraping, grinding, etc.). These protective measures include: hazard communication training, personnel protection (respirators, protective suits, etc.), engineering controls and personnel air monitoring until results of the personnel monitoring indicate airborne lead concentrations below the Action Level (AL) of 30 micrograms per cubic meter as an eight-hour time weighted average (TWA). In lieu of the above protective measures, painting and or demolition personnel may provide objective historical data from previous similar projects to demonstrate that the AL for lead will not be exceeded.

5.4 DISCLOSURE OF LBP HAZARDS

The Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, Section 1018 requires the disclosure to the purchaser or lessee of any known information on lead-based paint or lead-based paint hazards and provide to the purchaser or lessee any lead hazard evaluation reports available prior to the sale or lease of most housing built prior to 1978.

SECTION 6.0

SIGNATURE PAGE

Submitted by

A handwritten signature in blue ink, appearing to read 'R MacDonald'.

Ronald G. MacDonald
Senior Environmental Technician, EE&G
EPA Lead-Based Paint Risk Assessor

Reviewed by

A handwritten signature in black ink, appearing to read 'Daniel J. Cottrell'.

Daniel J. Cottrell, Ph.D., P.G.
Senior Technical Advisor, EE&G
EPA Lead-Based Paint Risk Assessor

APPENDIX A
RENOVATE RIGHT
EPA PAMPHLET

Renovate Right

Important Lead Hazard
Information for Families,
Child Care Providers
and Schools





It's the Law!

Federal law requires that individuals receive certain information before renovating more than two square feet of painted surfaces in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under the age of six that attend those facilities: renovators must provide a copy of this pamphlet to child-care facilities and general renovation information to families whose children attend those facilities.

Also, beginning April 2010, federal law will require contractors that disturb lead-based paint in homes, child care facilities and schools, built before 1978 to be certified and follow specific work practices to prevent lead contamination. Therefore beginning in April 2010, ask to see your contractor's certification.

Renovating, Repairing, or Painting?



- Is your home, your building, or the child care facility or school your children attend, being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school your children under age 6 attend, built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the childcare facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
 - Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
 - Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
 - Projects that disturb lead-based paint can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.
-

Who Should Read This Pamphlet?

This pamphlet is for you if you:

- Reside in a home built before 1978,
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health,
- How to choose a contractor, if you are a property owner,
- What tenants, and parents/guardians of a child in a child care facility or school should consider,
- How to prepare for the renovation or repair job,
- What to look for during the job and after the job is done,
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information.
- **“Do-it-yourself” projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at **1-800-424-LEAD (5323)** and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at **1-800-424-LEAD (5323)** for information about courses and resources on lead-safe work practices.



Lead and Your Health

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.

Lead gets into the body when it is swallowed or inhaled.

- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush or blast or otherwise disturb lead-based paint risk unsafe exposure to lead.



What should I do if I am concerned about my family's exposure to lead?

- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb lead-based paint.
- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.

For more information about the health effects of exposure to lead, visit the EPA lead website at www.epa.gov/lead/pubs/leadinfo.htm or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family everyday.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering house.

Where Does the Lead Come From?

Dust is the main problem. The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and windowsills into the body.

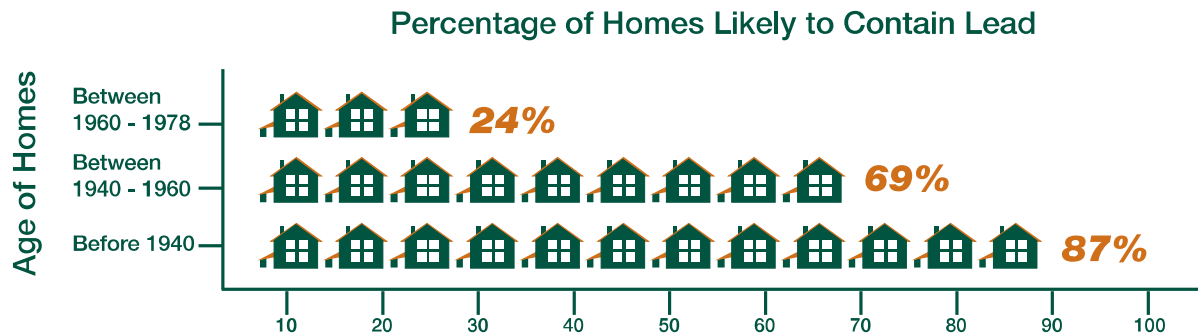
Home renovation creates dust. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust. The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead. Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for more information on these sources.



Checking Your Home for Lead-Based Paint



Older homes, child care facilities, and schools are more likely to contain lead-based paint. Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You or your contractor may also test for lead using a lead test kit. Test kits must be EPA-approved and are available at hardware stores. They include detailed instructions for their use.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at **1-800-424-LEAD (5323)**.

For Property Owners

You have the ultimate responsibility for the safety of your family, tenants, or children in your care. This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Until contractors are required to be certified, make sure your contractor can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask if the contractor is aware of the lead renovation rules. For example, contractors are required to provide you with a copy of this pamphlet before beginning work. A sample pre-renovation disclosure form is provided at the back of this pamphlet. Contractors may use this form to make documentation of compliance easier.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- Even before contractors are required to be certified you should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices should be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with the contract requirements,
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

For Tenants, and Families of Children Under Age Six in Child Care Facilities and Schools

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities and schools built before 1978 that a child under age six visits regularly to be certified and follow specific work practices to prevent lead contamination.

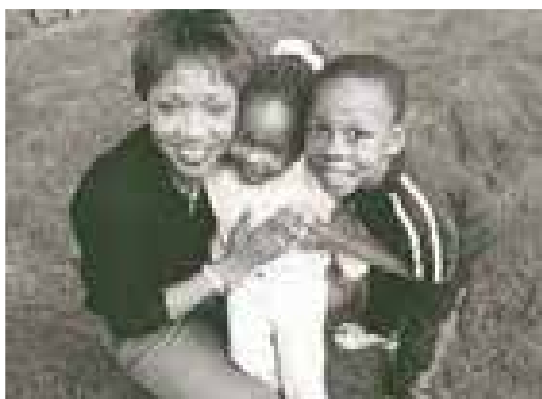
The law will require anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.



Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Contact your landlord,
- Call your local health or building department, or
- Call EPA's hotline **1-800-424-LEAD (5323)**.

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the more stringent requirements of HUD's Lead-safe Housing Rule and the ones described in this pamphlet.

Preparing for a Renovation

The work areas should not be accessible to occupants while the work occurs. The rooms or areas where work is being done may be blocked off or sealed with plastic sheeting to contain any dust that is generated. The contained area will not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. You will not have access to some areas and should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they, too, can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside, in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is done. Items that can't be moved, such as cabinets, should be wrapped in heavy duty plastic.
- To turn off forced-air heating and air conditioning systems while work is done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or parts of the work are being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



During the Work

Beginning April 2010, federal law will require contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb lead-based paint to be certified and follow specific work practices to prevent lead contamination.

Even before contractors are required to be certified and follow specific work practices, the contractor should follow these three simple procedures, described below:

1. **Contain the work area.** The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.

These will help prevent dust or debris from getting outside the work area.

2. **Minimize dust.** There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. Some methods generate large amounts of lead-contaminated dust and should not be used. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.

3. **Clean up thoroughly.** The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area should be re-cleaned.



For Property Owners: After the Work is Done

When all the work is finished, you will want to know if your home, child care facility, or school has been cleaned up properly. Here are some ways to check.

Even before contractors are required to be certified and follow specific work practices, you should:

Ask about your contractor's final cleanup check. Remember, lead dust is often invisible to the naked eye. It may still be present even if you cannot see it. The contractor should use disposable cleaning cloths to wipe the floor of the work area and compare them to a cleaning verification card to determine if the work area was adequately cleaned.

To order a cleaning verification card and detailed instructions visit the EPA lead website at www.epa.gov/lead or contact the National Lead Information Center at **1-800-424-LEAD (5323)** or visit their website at www.epa.gov/lead/nlic.htm.

You also may choose to have a lead-dust test. Lead-dust tests are wipe samples sent to a laboratory for analysis.

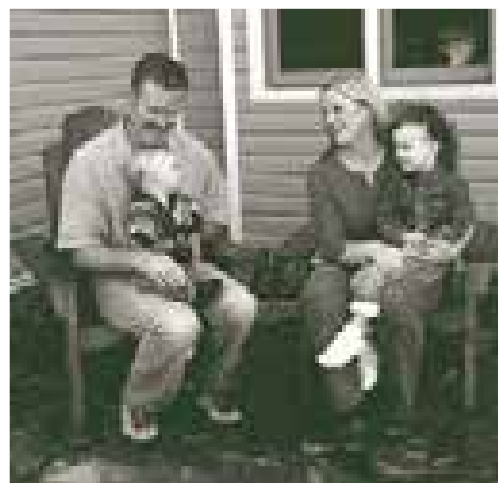
- You can specify in your contract that a lead-dust test will be done. In this case, make it clear who will do the testing.
- Testing should be done by a lead professional.

If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the lab for analysis.

Contact the National Lead Information Center at **1-800-424-LEAD (5323)** for lists of qualified professionals and EPA-recognized lead labs.

If your home, child care facility, or school fails the dust test, the area should be re-cleaned and tested again.

Where the project is done by contract, it is a good idea to specify in the contract that the contractor is responsible for re-cleaning if the home, child care facility, or school fails the test.



For Additional Information

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or childcare facility.

■ The **National Lead Information Center** at **1-800-424-LEAD (5323)** or **www.epa.gov/lead/nlic.htm** can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your State or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.



■ The **National Lead Information Center** can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at **www.epa.gov/lead/pubs/brochure.htm**.

- Lead Paint Safety, a Field Guide for Painting, Home Maintenance, and Renovation Work
- Reducing Lead Hazards When Remodeling Your Home
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA Contacts

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at www.epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6769

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-5000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(312) 886-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 665-6444

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 300
Denver, CO 80202-2466
(303) 312-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

Other Federal Agencies

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
www.cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
www.cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes
and Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
www.hud.gov/offices/lead/



Current Sample Pre-Renovation Form

Effective until April 2010.

Confirmation of Receipt of Lead Pamphlet

- ☐ I have received a copy of the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed name of recipient

Date

Signature of recipient

Self-Certification Option (for tenant-occupied dwellings only) —

If the lead pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- ☐ **Refusal to sign** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*, to the rental dwelling unit listed below at the date and time indicated and that the occupant refused to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for signature** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care providers and Schools*, to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door.

Printed name of person certifying

Attempted delivery
date and time
lead pamphlet delivery

Signature of person certifying lead pamphlet delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation (Document with a certificate of mailing from the post office).



Future Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- ☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

- ☐ (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 60 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

- ☐ (B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or
- ☐ (C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- ☐ **Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- ☐ **Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left). _____

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Note: This form is not effective until April 2010.



1-800-424-LEAD (5323)
www.epa.gov/lead

EPA-740-F-08-002
March 2008



APPENDIX B
XRF TESTING DATA

	Component Description		Substrate	Location Description		PbC	Results
RESOURCE RECOVERY BUILDING							
1	SHUTTER_CAL		367.42	4.51	2.32	2.09	
2	NIST					1.1	Positive
3	DOOR	ROLL UP	METAL	GROUND	SOUTH END		Negative
4	DOOR	ROLL UP	METAL	GROUND	SOUTH END	0	Negative
5	WALL	LOWER	CONCRETE	GROUND	SOUTH END	0	Negative
6	CAGE	FENCING	METAL	GROUND	SOUTH END	0	Negative
7	CAGE	FENCING	METAL	GROUND	SOUTH END	0	Negative
8	I-BEAM	COLUMN	METAL	GROUND	SOUTH END	0.9	Negative
9	I-BEAM	BEAM	METAL	GROUND	SOUTH END	0.2	Negative
10	MAIN	SUPPORT	METAL	SECOND	SOUTH END	0.19	Negative
11	WALL	SUPPORT	METAL	SECOND	SOUTH END	0	Negative
12	SAFETY	RAILING	METAL	SECOND	SOUTH END	1.8	Positive
13	COLUMN	ROUND	METAL	GROUND	SOUTH END	0	Negative
14	I-BEAM	BEAM	METAL	GROUND	SOUTH END	0	Negative
15	I-BEAM	BEAM	METAL	GROUND	SOUTH END	0	Null
16	I-BEAM	BEAM	METAL	GROUND	SOUTH END	0	Negative
17	DOOR		METAL	GROUND	SOUTH END	0.03	Negative
18	DOOR	JAMB	METAL	GROUND	SOUTH END	0.02	Negative
19	DOOR	FRAME	METAL	GROUND	SOUTH END	0.03	Negative
20	WALL		CONCRETE	GROUND	SOUTH END	0	Negative
21	WALL		CONCRETE	GROUND	SOUTH END	0	Negative
22	CAGE	FENCING	METAL	GROUND	SOUTH END	0	Negative
23	LADDER		METAL	GROUND	SOUTH END	0	Negative
24	MAIN	SUPPORT	METAL	SECOND	SOUTH END	0.11	Negative
25	WALL	SUPPORT	METAL	SECOND	SOUTH END	0	Negative
26	WALL	UPPER	METAL	SECOND	SOUTH END	0.01	Negative
27	WALL	UPPER	METAL	SECOND	SOUTH END	0.02	Negative
28	FAN	FRAME	METAL	SECOND	SOUTH END	0	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

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March 3, 2011

	Component Description			Substrate	Location Description			PbC	Results
29	PIPE RACK	SUPPORT	COLUMN	METAL	SECOND	SOUTH END	OFFICES	0.01	Negative
30	PIPE RACK	SUPPORT	I-BEAM	METAL	SECOND	SOUTH END	OFFICES	0	Negative
31	PIPE RACK	SUPPORT	ANGLE	METAL	SECOND	SOUTH END	OFFICES	0	Null
32	PIPE RACK	SUPPORT	ANGLE	METAL	SECOND	SOUTH END	OFFICES	0	Negative
33	PIPE RACK	SUPPORT	PLATE	METAL	SECOND	SOUTH END	OFFICES	0	Negative
34	SAFETY	RAILING		METAL	SECOND	SOUTH END	OFFICES	0.02	Negative
35	FLOOR			CONCRETE	GROUND	SOUTH END		0	Negative
36	WALL	LOWER		CONCRETE	GROUND	SOUTH END	CAGES	0.02	Negative
37	I-BEAM	COLUMN		METAL	GROUND	SOUTH END	CAGES	0.01	Negative
38	MAIN	SUPPORT	COLUMN	METAL	GROUND	SOUTH END	CAGES	0.12	Negative
39	I-BEAM	BEAM		METAL	GROUND	SOUTH END	CAGES	0.05	Null
40	I-BEAM	BEAM		METAL	GROUND	SOUTH END	CAGES	0.02	Negative
41	CAGE	FENCING		METAL	GROUND	SOUTH END	CAGES	0	Negative
42	STAIR	HAND	RAIL	METAL	GROUND	SOUTH END	CAGES	2.3	Positive
43	STAIR	STRINGER		METAL	GROUND	SOUTH END	CAGES	0.5	Negative
44	SHUTTER_CAL			371.81	4.51	2.31		1.99	
45	NIST	1.04						0.9	Null
46	NIST	1.04						0.9	Negative
47	STAIR	STRINGER		METAL	GROUND	SOUTH END	CAGES	0.3	Negative
48	STAIR	HAND	RAIL	METAL	SECOND	SOUTH END	CAGES	0.5	Negative
49	SAFETY	RAILING		METAL	SECOND	SOUTH END	CAGES	3.4	Positive
50	MAIN	SUPPORT	COLUMN	METAL	SECOND	SOUTH END	CAGES	0.19	Negative
51	WALL	UPPER		METAL	SECOND	SOUTH END	CAGES	0.03	Negative
52	WALL	SUPPORT		METAL	SECOND	SOUTH END	CAGES	0.07	Negative
53	CROSS	BRACE		METAL	SECOND	SOUTH END	CAGES	0.03	Negative
54	ANGLE	FRAMING		METAL	SECOND	SOUTH END	CAGES	0.02	Negative
55	ROUNDED	SUPPORT		METAL	SECOND	SOUTH END	CAGES	0.06	Negative
56	FLOOR			WOOD	SECOND	SOUTH END	CAGES	0	Negative
57	FLOOR	STRIPE		CONCRETE	GROUND	SOUTH END		3.1	Positive

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

KWSMWTELBP SURVREP REV

	Component Description		Substrate	Location Description		PbC	Results	
58	WALL		WOOD	GROUND	SOUTH END	MODULARS	0	Negative
59	DOOR		WOOD	GROUND	SOUTH END	MODULARS	0	Negative
60	DOOR	JAMB	WOOD	GROUND	SOUTH END	MODULARS	0	Negative
61	DOOR	FRAME	WOOD	GROUND	SOUTH END	MODULARS	0	Negative
62	DOOR		METAL	GROUND	SOUTH END	MODULARS	0	Negative
63	WALL		METAL	GROUND	SOUTH END	MODULARS	0	Negative
64	MODULAR	FRAME	METAL	GROUND	SOUTH END	MODULARS	0	Null
65	MODULAR	FRAME	METAL	GROUND	SOUTH END	MODULARS	0	Negative
66	WINDOW	FRAME	METAL	GROUND	SOUTH END	MODULARS	0	Negative
67	WINDOW	FRAME	WOOD	GROUND	SOUTH END	OFFICES	0.02	Negative
68	DOOR		WOOD	GROUND	SOUTH END	OFFICES	0	Negative
69	DOOR	FRAME	WOOD	GROUND	SOUTH END	OFFICES	0.01	Negative
70	WALL		CONCRETE	GROUND	SOUTH END	OFFICES	0	Negative
71	WALL		CONCRETE	GROUND	SOUTH END	BREAK ROOM	0	Negative
72	WINDOW	FRAME	WOOD	GROUND	SOUTH END	BREAK ROOM	0.01	Negative
73	WINDOW	FRAME	WOOD	GROUND	SOUTH END	BREAK ROOM	0.01	Negative
74	DOOR		WOOD	GROUND	SOUTH END	BREAK ROOM	0	Negative
75	DOOR	JAMB	WOOD	GROUND	SOUTH END	BREAK ROOM	0.01	Negative
76	DOOR	FRAME	WOOD	GROUND	SOUTH END	BREAK ROOM	0.02	Negative
77	DOOR		WOOD	GROUND	SOUTH END	OFFICES	0	Negative
78	DOOR	JAMB	WOOD	GROUND	SOUTH END	OFFICES	0.02	Negative
79	DOOR	FRAME	WOOD	GROUND	SOUTH END	OFFICES	0.02	Negative
80	WINDOW	FRAME	WOOD	GROUND	SOUTH END	OFFICES	0.06	Negative
81	WINDOW	FRAME	WOOD	GROUND	SOUTH END	OFFICES	0.02	Negative
82	WALL		CONCRETE	GROUND	SOUTH END	OFFICES	0	Negative
83	I-BEAM	COLUMN	METAL	GROUND	SOUTH END	OFFICES	0	Negative
84	DOOR		METAL	GROUND	SOUTH END		0.01	Negative
85	DOOR	JAMB	METAL	GROUND	SOUTH END		0	Negative
86	DOOR	FRAME	METAL	GROUND	SOUTH END		0	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

	Component Description		Substrate	Location Description		PbC	Results
87	DOOR		METAL	GROUND	NORTH END	0.01	Negative
88	DOOR	JAMB	METAL	GROUND	NORTH END	0	Negative
89	DOOR	FRAME	METAL	GROUND	NORTH END	0.01	Negative
90	WALL		CONCRETE	GROUND	NORTH END	0	Negative
91	WALL		CONCRETE	GROUND	NORTH END	0.01	Negative
92	WALL		CONCRETE	GROUND	NORTH END	0	Negative
93	DOOR	ROLL UP	METAL	GROUND	NORTH END	0.16	Negative
94	DOOR	ROLL UP	METAL	GROUND	NORTH END	0	Negative
95	DOOR		METAL	GROUND	NORTH END	0	Negative
96	DOOR	JAMB	METAL	GROUND	NORTH END	0	Negative
97	DOOR	FRAME	METAL	GROUND	NORTH END	0	Negative
98	I-BEAM	COLUMN	METAL	GROUND	NORTH END	0.13	Negative
99	MAIN	SUPPORT	METAL	GROUND	NORTH END	0.09	Negative
100	FLOOR	CURBING	CONCRETE	GROUND	NORTH END	0	Negative
101	PIPE RACK	SUPPORT	CONCRETE	GROUND	NORTH END	0	Negative
102	PIPE RACK	SUPPORT	CONCRETE	GROUND	NORTH END	0	Negative
103	PIPE RACK	SUPPORT	CONCRETE	GROUND	NORTH END	0	Negative
104	PIPE		CONCRETE	GROUND	NORTH END	0	Negative
105	EQUIPMENT	GENERATOR	METAL	GROUND	NORTH END	0.01	Negative
106	EQUIPMENT	GENERATOR	METAL	GROUND	NORTH END	0.03	Negative
107	EQUIPMENT	GENERATOR	METAL	GROUND	NORTH END	0.01	Negative
108	EQUIPMENT	GENERATOR	METAL	GROUND	NORTH END	0.02	Negative
109	EQUIPMENT	GENERATOR	METAL	GROUND	NORTH END	0	Negative
110	EQUIPMENT	SMALL	METAL	GROUND	NORTH END	0	Negative
111	EQUIPMENT	SMALL	METAL	GROUND	NORTH END	0	Negative
112	EQUIPMENT	SWITCH	METAL	GROUND	NORTH END	0	Negative
113	EQUIPMENT	SWITCH	METAL	GROUND	NORTH END	0	Negative
114	EQUIPMENT	SWITCH	METAL	GROUND	NORTH END	0	Negative
115	EQUIPMENT	SWITCH	METAL	GROUND	NORTH END	0	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

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	Component Description		Substrate	Location Description		PbC	Results
116	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
117	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
118	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
119	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
120	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
121	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
122	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
123	EQUIPMENT	SWITCH	PANELS	METAL	GROUND NORTH END	0	Negative
124	FLOOR	CURBING		CONCRETE	GROUND NORTH END	0.01	Negative
125	FLOOR	CURBING		CONCRETE	GROUND NORTH END	5.3	Positive
126	EQUIPMENT	MOTOR		METAL	GROUND NORTH END	0	Negative
127	EQUIPMENT	MOTOR		METAL	GROUND NORTH END	0	Negative
128	EQUIPMENT	MOTOR		METAL	GROUND NORTH END	0	Negative
129	EQUIPMENT	MOTOR		METAL	GROUND NORTH END	0	Negative
130	EQUIPMENT	MOTOR		METAL	GROUND NORTH END	0	Negative
131	EQUIPMENT	MOTOR		METAL	GROUND NORTH END	0	Negative
132	EQUIPMENT	LAGRE	TRANSFORMER	METAL	GROUND NORTH END	0	Negative
133	EQUIPMENT	LAGRE	TRANSFORMER	METAL	GROUND NORTH END	0	Negative
134	EQUIPMENT	LAGRE	GENERATOR	METAL	GROUND NORTH END	0	Negative
135	EQUIPMENT	LAGRE	GENERATOR	METAL	GROUND NORTH END	0.02	Negative
136	EQUIPMENT	LAGRE	GENERATOR	METAL	GROUND NORTH END	0.04	Negative
137	EQUIPMENT	LAGRE	GENERATOR	METAL	GROUND NORTH END	0	Negative
138	FLOOR	CURBING		CONCRETE	GROUND NORTH END	4	Positive
139	FLOOR	CURBING		CONCRETE	GROUND NORTH END	6.9	Positive
140	EQUIPMENT	TANK		METAL	GROUND NORTH END	0.03	Negative
141	EQUIPMENT	TANK		METAL	GROUND NORTH END	1	Null
142	EQUIPMENT	TANK		METAL	GROUND NORTH END	1.4	Positive
143	PIPE			METAL	GROUND NORTH END	0	Negative
144	STAIR	STRINGER		METAL	GROUND NORTH END	0.01	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

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	Component Description		Substrate	Location Description		PbC	Results
145	STAIR	STRINGER	METAL	GROUND	NORTH END	0.06	Negative
146	STAIR	HAND	METAL	GROUND	NORTH END	6.7	Positive
147	STAIR	HAND	METAL	GROUND	NORTH END	7.3	Positive
148	STAIR	RISER	METAL	GROUND	NORTH END	3.3	Positive
149	STAIR	TREAD	METAL	GROUND	NORTH END	7.3	Positive
150	SAFETY	RAILING	METAL	SECOND	NORTH END	6.2	Positive
151	LADDER		METAL	SECOND	NORTH END	3.3	Positive
152	LADDER	CAGE	METAL	SECOND	NORTH END	4	Positive
153	DOOR		METAL	SECOND	NORTH END	0.05	Negative
154	DOOR	FRAME	METAL	SECOND	NORTH END	0.02	Negative
155	WALL		CONCRETE	SECOND	NORTH END	0	Negative
156	WALL		METAL	SECOND	NORTH END	0.01	Negative
157	WALL		CONCRETE	GROUND	NORTH END	0	Negative
158	WALL		CONCRETE	GROUND	NORTH END	0	Null
159	WALL		CONCRETE	GROUND	NORTH END	0.01	Negative
160	DOOR		METAL	GROUND	NORTH END	0.08	Negative
161	DOOR	JAMB	METAL	GROUND	NORTH END	0.01	Negative
162	DOOR	FRAME	METAL	GROUND	NORTH END	0.02	Negative
163	DOOR		METAL	GROUND	NORTH END	0.03	Negative
164	DOOR	JAMB	METAL	GROUND	NORTH END	0.01	Negative
165	DOOR	FRAME	METAL	GROUND	NORTH END	0.02	Negative
166	MAIN	SUPPORT	METAL	GROUND	NORTH END	0.06	Negative
167	CAGE	FENCING	METAL	GROUND	NORTH END	0.01	Negative
168	WALL		CONCRETE	GROUND	NORTH END	0.01	Negative
169	STAIR	TREAD	CONCRETE	GROUND	NORTH END	0.09	Negative
170	STAIR	RISER	CONCRETE	GROUND	NORTH END	0.07	Negative
171	STAIR	HAND	METAL	GROUND	NORTH END	10.1	Positive
172	DOOR		METAL	SECOND	NORTH END	0.01	Negative
173	DOOR	JAMB	METAL	SECOND	NORTH END	0	Negative

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	Component Description		Substrate	Location Description			PbC	Results
174	DOOR	FRAME	WOOD	SECOND	NORTH END	STAIR WELL	0.1	Negative
175	DOOR		METAL	SECOND	NORTH END	STAIR WELL	0.01	Negative
176	DOOR	FRAME	METAL	SECOND	NORTH END	STAIR WELL	0.01	Negative
177	WALL		CONCRETE	SECOND	NORTH END	STAIR WELL	0	Negative
178	WALL		CONCRETE	SECOND	NORTH END	CONTROL ROOM	0.5	Negative
179	WALL		CONCRETE	SECOND	NORTH END	CONTROL ROOM	-0.08	Negative
180	DOOR		METAL	SECOND	NORTH END	CONTROL ROOM	0	Negative
181	DOOR	JAMB	METAL	SECOND	NORTH END	CONTROL ROOM	0.03	Negative
182	DOOR	FRAME	METAL	SECOND	NORTH END	CONTROL ROOM	0.07	Null
183	DOOR	FRAME	METAL	SECOND	NORTH END	CONTROL ROOM	0	Negative
184	WINDOW	FRAME	METAL	SECOND	NORTH END	CONTROL ROOM	0.01	Null
185	WINDOW	FRAME	METAL	SECOND	NORTH END	CONTROL ROOM	0.02	Negative
186	WINDOW	FRAME	WOOD	SECOND	NORTH END	CONTROL ROOM	0.01	Negative
187	WINDOW	FRAME	WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
188	DOOR		WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
189	DOOR	JAMB	WOOD	SECOND	NORTH END	CONTROL ROOM	0.02	Negative
190	DOOR	FRAME	WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
191	TOP	CABINET	WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
192	BASE	CABINET	WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
193	EQUIPMENT	CONTROL	WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
194	EQUIPMENT	CONTROL	WOOD	SECOND	NORTH END	CONTROL ROOM	0	Negative
267	DOOR		METAL	GROUND	NORTH END	OUTSIDE	0	Negative
268	DOOR	FRAME	METAL	GROUND	NORTH END	OUTSIDE	0	Negative
269	DOOR	ROLL UP	METAL	GROUND	NORTH END	OUTSIDE	0.01	Negative
270	BOLLARD		METAL	GROUND	NORTH END	OUTSIDE	9.1	Positive
271	WALL		METAL	GROUND	NORTH END	OUTSIDE	0	Negative
272	WALL		CONCRETE	GROUND	NORTH END	OUTSIDE	0.01	Negative
273	PARKING	STOP	CONCRETE	GROUND	NORTH END	OUTSIDE	2	Positive
274	BOLLARD		METAL	GROUND	NORTH END	OUTSIDE	0.01	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

KWSMWTELBPSURVREP.V

	Component Description		Substrate	Location Description			PbC	Results
275	BOLLARD		METAL	GROUND	NORTH END	OUTSIDE	0	Negative
276	TANK		METAL	GROUND	NORTH END	OUTSIDE	0	Negative
277	TANK		METAL	GROUND	NORTH END	OUTSIDE	0	Negative
335	SHUTTER_CAL		373.17	4.51	2.31		1.84	
336	NIST	1.04					0.9	Null
337	NIST	1.04					0.9	Negative
338	CEILING		DRYWALL	GROUND	SOUTH END	MODULARS	0	Negative
339	CEILING		WOOD	GROUND	SOUTH END	MODULARS	0	Negative
340	DOOR		METAL	GROUND	SOUTH END	MODULARS	0.09	Null
341	DOOR		METAL	GROUND	SOUTH END	MODULARS	0	Negative
342	MAIN	SUPPORT	BEAM	THIRD	NORTH END		0.08	Negative
343	MAIN	SUPPORT	BEAM	THIRD	NORTH END		0.21	Negative
344	MAIN	SUPPORT	BEAM	THIRD	NORTH END		0.27	Negative
345	MAIN	SUPPORT	BEAM	THIRD	NORTH END		0.07	Negative
346	ROOFING	SUPPORT	BEAM	THIRD	NORTH END		0.03	Negative
347	ROOFING	SUPPORT	BEAM	THIRD	NORTH END		0.01	Negative
348	ROOFING	SUPPORT	BEAM	THIRD	NORTH END		0.01	Null
349	ROOFING	SUPPORT	BEAM	THIRD	NORTH END		0.01	Negative
350	ROOFING	SUPPORT	BEAM	THIRD	NORTH END		0.01	Null
351	ROOFING	SUPPORT	BEAM	THIRD	NORTH END		0.01	Negative
SOLID WASTE TIPPING AREA								
195	SAFETY	RAILING	METAL	SECOND	OUTSIDE	CAT WALK	8	Positive
196	I-BEAM	COLUMN	METAL	THIRD	OUTSIDE	CAT WALK	0	Negative
197	I-BEAM	COLUMN	METAL	THIRD	OUTSIDE	CAT WALK	0	Negative
198	DOOR		METAL	THIRD	OUTSIDE	CAT WALK	0.01	Negative
199	DOOR	JAMB	METAL	THIRD	OUTSIDE	CAT WALK	0	Negative
200	DOOR	FRAME	METAL	THIRD	OUTSIDE	CAT WALK	0.01	Negative
201	WALL		METAL	THIRD	OUTSIDE	CAT WALK	0	Negative
202	WALL		METAL	THIRD	EAST SIDE		-0.16	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

KWSMWTELBP SURVREP REV

	Component Description		Substrate	Location Description		PbC	Results
203	WALL	SUPPORT	METAL	THIRD	EAST SIDE	0.01	Negative
204	WALL	SUPPORT	METAL	THIRD	EAST SIDE	0.01	Negative
205	CROSS	BRACE	METAL	THIRD	EAST SIDE	0	Negative
206	WALL		METAL	THIRD	EAST SIDE	0	Negative
207	DOOR		METAL	THIRD	EAST SIDE	0	Null
208	DOOR		METAL	THIRD	EAST SIDE	0	Negative
209	DOOR	JAMB	METAL	THIRD	EAST SIDE	0	Negative
210	DOOR	FRAME	METAL	THIRD	EAST SIDE	0	Negative
211	BOLLARD		METAL	THIRD	EAST SIDE	0	Negative
212	BOLLARD		METAL	THIRD	EAST SIDE	0	Negative
213	SCOPE		METAL	THIRD	EAST SIDE	0	Negative
214	PIPE		METAL	THIRD	EAST SIDE	0	Negative
215	SAFETY	RAILING	METAL	THIRD	EAST SIDE	0	Negative
216	SAFETY	RAILING	METAL	THIRD	EAST SIDE	2	Positive
217	SAFETY	RAILING	METAL	THIRD	EAST SIDE	0	Negative
218	LADDER		METAL	THIRD	EAST SIDE	2.8	Positive
219	LADDER	CAGE	METAL	THIRD	EAST SIDE	1.5	Positive
220	DROP	BIN	METAL	THIRD	EAST SIDE	0.01	Negative
221	STAIR	HAND	METAL	THIRD	EAST SIDE	3.9	Positive
222	LADDER		METAL	THIRD	EAST SIDE	2.6	Positive
223	LADDER	CAGE	METAL	THIRD	EAST SIDE	1.2	Positive
224	DOOR		METAL	FOURTH	EAST SIDE	0.01	Negative
225	DOOR	FRAME	METAL	FOURTH	EAST SIDE	0	Negative
226	WALL		METAL	FOURTH	EAST SIDE	0	Negative
227	WALL	SUPPORT	METAL	FOURTH	EAST SIDE	0.01	Negative
228	I-BEAM	BEAM	METAL	FOURTH	EAST SIDE	0.01	Negative
229	I-BEAM	COLUMN	METAL	FOURTH	EAST SIDE	0	Negative
230	CROSS	BRACE	METAL	FOURTH	EAST SIDE	0.01	Negative
231	WALL		CONCRETE	FOURTH	EAST SIDE	0.01	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

KWSMWTELBP SURVREP REV

	Component Description		Substrate	Location Description			PbC	Results
232	BOLLARD		METAL	GROUND	OUTSIDE	SOUTH SIDE	0	Negative
233	STAIR		METAL	GROUND	OUTSIDE	SOUTHWEST SIDE	6.1	Positive
234	COLUMN		METAL	GROUND	OUTSIDE	WEST SIDE	0	Null
235	COLUMN		METAL	GROUND	OUTSIDE	WEST SIDE	0	Negative
236	PIPE		METAL	GROUND	OUTSIDE	WEST SIDE	0.01	Negative
237	WALL		CONCRETE	GROUND	OUTSIDE	WEST SIDE	0	Negative
238	WALL		METAL	GROUND	OUTSIDE	WEST SIDE	0	Negative
239	BOLLARD		METAL	GROUND	OUTSIDE	NORTHWEST SIDE	0	Negative
240	I-BEAM	COLUMN	METAL	GROUND	OUTSIDE	NORTHWEST SIDE	0	Negative
241	SAFETY	RAILING	METAL	GROUND	OUTSIDE	NORTHEAST SIDE	0	Negative
242	SAFETY	RAILING	METAL	GROUND	OUTSIDE	NORTHEAST SIDE	0	Negative
243	SAFETY	RAILING	METAL	GROUND	OUTSIDE	NORTHEAST SIDE	0	Negative
244	SAFETY	RAILING	METAL	GROUND	OUTSIDE	NORTHEAST SIDE	6.3	Positive
332	REBAR	SCREEN	METAL	GROUND	OUTSIDE	NORTH SIDE	0.08	Negative
333	REBAR	SCREEN	METAL	GROUND	OUTSIDE	NORTH SIDE	3.3	Positive
334	NIST	1.04	METAL	GROUND	OUTSIDE		0.8	Negative

RAISED COOLING TOWER STRUCTURE

245	SAFETY	RAILING	METAL	GROUND	UNDER	AT LADDER	1.4	Positive
246	I-BEAM	COLUMN	METAL	GROUND	UNDER		0.06	Negative
247	CROSS	BRACE	METAL	GROUND	UNDER		0.06	Negative
248	I-BEAM	BEAM	METAL	GROUND	UNDER		0.01	Negative
249	I-BEAM	BEAM	METAL	GROUND	UNDER		0.01	Negative
250	PIPE		METAL	GROUND	UNDER		0.13	Negative
251	PIPE		METAL	GROUND	UNDER		0.01	Negative
252	PIPE		METAL	GROUND	UNDER		0.06	Negative
253	BOLLARD		METAL	GROUND	SOUTHEAST		5.2	Positive
254	BOLLARD	RAILING	METAL	GROUND	SOUTHEAST		8.7	Positive
255	DOOR		METAL	GROUND	FIRE EQ SHED	OUTSIDE	0	Negative
256	DOOR		METAL	GROUND	FIRE EQ SHED	OUTSIDE	0.03	Null

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

	Component Description		Substrate	Location Description			PbC	Results
257	DOOR	JAMB	METAL	GROUND	FIRE EQ SHED	OUTSIDE	0	Negative
258	DOOR	FRAME	METAL	GROUND	FIRE EQ SHED	OUTSIDE	0	Negative
259	WALL		METAL	GROUND	FIRE EQ SHED	OUTSIDE	0	Negative
260	SHED	FRAME	METAL	GROUND	FIRE EQ SHED	OUTSIDE	0	Negative
261	EQUIPMENT	PIPE	METAL	GROUND	FIRE EQ SHED	INSIDE	0	Negative
262	EQUIPMENT	PIPE	METAL	GROUND	FIRE EQ SHED	INSIDE	0	Negative
263	EQUIPMENT	PUMP	METAL	GROUND	FIRE EQ SHED	INSIDE	0	Negative
264	EQUIPMENT	TANK	METAL	GROUND	FIRE EQ SHED	INSIDE	0	Negative
265	LARGE	TRANSFORMER	METAL	GROUND	EAST SIDE		0	Negative
266	LARGE	TRANSFORMER	METAL	GROUND	EAST SIDE		0	Negative
278	DRAIN	COVER	METAL	GROUND	NORTH SIDE		0.27	Negative
279	DRAIN	COVER	METAL	GROUND	NORTH SIDE		9.2	Positive
280	MANHOLE	COVER	METAL	GROUND	NORTH SIDE		0.09	Negative
281	MANHOLE	COVER	METAL	GROUND	NORTH SIDE		0.15	Negative
282	MANHOLE	COVER	METAL	GROUND	NORTH SIDE		0.26	Negative
283	POST		METAL	GROUND	NORTH SIDE		8.8	Positive
352	DOOR		METAL	GROUND	ELEC. BLDG	OUTSIDE	0	Negative
353	DOOR	JAMB	METAL	GROUND	ELEC. BLDG	OUTSIDE	0	Null
354	DOOR	JAMB	METAL	GROUND	ELEC. BLDG	OUTSIDE	0.01	Negative
355	DOOR	FRAME	METAL	GROUND	ELEC. BLDG	OUTSIDE	0	Negative
356	WALL		CONCRETE	GROUND	ELEC. BLDG	OUTSIDE	0	Negative
357	WALL		WOOD	GROUND	ELEC. BLDG	INSIDE	0	Negative
358	CEILING		WOOD	GROUND	ELEC. BLDG	INSIDE	0	Negative
359	WALL		CONCRETE	GROUND	ELEC. BLDG	INSIDE	0	Negative
360	TRIM		WOOD	GROUND	ELEC. BLDG	OUTSIDE	0	Negative
SCALE HOUSE BUILDING								
284	GUARD	RAILING	METAL	GROUND	OUTSIDE	SOUTHEAST SIDE	0.5	Negative
285	GUARD	RAILING	METAL	GROUND	OUTSIDE	SOUTHEAST SIDE	1.2	Positive
286	POST		METAL	GROUND	OUTSIDE	SOUTHEAST SIDE	8.1	Positive

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

	Component Description		Substrate	Location Description			PbC	Results
287	FLAG	POLE	METAL	GROUND	OUTSIDE	SOUTH SIDE	0	Negative
288	BOLLARD		METAL	GROUND	OUTSIDE	EAST SIDE	13.2	Positive
289	FLOOR	STRIPE	METAL	GROUND	OUTSIDE	EAST SIDE	1.6	Positive
290	FLOOR		CONCRETE	GROUND	OUTSIDE	EAST SIDE	0.08	Negative
291	WALL		METAL	GROUND	OUTSIDE		0.01	Negative
292	DOOR		METAL	GROUND	OUTSIDE		0	Negative
293	WALL		METAL	GROUND	OUTSIDE		0.01	Negative
361	DOOR		METAL	GROUND	INSIDE		0	Negative
362	DOOR	JAMB	WOOD	GROUND	INSIDE		0	Negative
363	DOOR	FRAME	WOOD	GROUND	INSIDE		0	Negative
364	WALL		WOOD	GROUND	INSIDE		0	Negative
365	CEILING		DRYWALL	GROUND	INSIDE		0	Negative
366	CEILING		WOOD	GROUND	INSIDE		0	Negative
367	WALL		METAL	GROUND	INSIDE		0	Negative
ASH TRANSFER BUILDING								
294	WALL		CONCRETE	GROUND	OUTSIDE		0	Negative
295	BOLLARD		METAL	GROUND	OUTSIDE	SOUTHWEST SIDE	3.3	Positive
296	BOLLARD	RAILING	METAL	GROUND	OUTSIDE	SOUTHWEST SIDE	1.8	Positive
297	BOLLARD		METAL	GROUND	OUTSIDE	SOUTH SIDE	1.8	Positive
298	WALL		CONCRETE	GROUND	OUTSIDE		0	Negative
299	DOOR	ROLL UP	METAL	GROUND	OUTSIDE		0	Negative
300	COLUMN		METAL	GROUND	OUTSIDE		0	Negative
301	COLUMN	BASE	CONCRETE	GROUND	OUTSIDE		0	Negative
302	COLUMN	BASE	CONCRETE	GROUND	OUTSIDE		0	Negative
303	COLUMN	BASE	CONCRETE	GROUND	OUTSIDE		0.03	Negative
304	TANK	DIESEL	CONCRETE	GROUND	OUTSIDE	EAST SIDE	0	Negative
305	TANK	GAS	CONCRETE	GROUND	OUTSIDE	EAST SIDE	0	Negative
306	SAFETY	RAILING	CONCRETE	GROUND	OUTSIDE	DIESEL TANK	0	Negative
307	SAFETY	RAILING	CONCRETE	GROUND	OUTSIDE	GAS TANK	0	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

EE&G: Limited Lead-Based Paint Inspection Report

March 3, 2011

	Component Description		Substrate	Location Description		PbC	Results
308	WALL		CONCRETE	GROUND	OUTSIDE	0.01	Negative
309	WALL		METAL	GROUND	OUTSIDE	0	Negative
310	DOOR		METAL	GROUND	OUTSIDE	0	Negative
311	DOOR	FRAME	METAL	GROUND	OUTSIDE	0	Negative
312	MAIN	SUPPORT	METAL	GROUND	OUTSIDE	0.01	Negative
313	MAIN	SUPPORT	METAL	GROUND	OUTSIDE	0	Negative
314	MAIN	SUPPORT	METAL	GROUND	INSIDE	0	Negative
315	MAIN	SUPPORT	METAL	GROUND	INSIDE	0.03	Negative
316	WALL		METAL	GROUND	INSIDE	0.02	Negative
317	WALL	SUPPORT	METAL	GROUND	INSIDE	0.14	Negative
318	TRIM		METAL	GROUND	INSIDE	0	Negative
319	WALL		CONCRETE	GROUND	INSIDE	0.02	Negative
320	WINDOW		METAL	GROUND	INSIDE	0.03	Negative
321	WINDOW		METAL	GROUND	INSIDE	0.06	Negative
322	I-BEAM	COLUMN	METAL	GROUND	INSIDE	0	Negative
323	I-BEAM	COLUMN	METAL	GROUND	INSIDE	0	Negative
324	I-BEAM	COLUMN	METAL	GROUND	INSIDE	0	Negative
325	WALL		CONCRETE	GROUND	INSIDE	0.03	Null
326	WALL		CONCRETE	GROUND	INSIDE	0	Negative
327	CEILING		WOOD	GROUND	INSIDE	0	Negative
328	DOOR	ROLL UP	WOOD	GROUND	OUTSIDE	0.1	Negative
329	BOLLARD		METAL	GROUND	OUTSIDE	4.7	Positive
330	AC	SUPPORT	METAL	GROUND	OUTSIDE	0	Negative
331	ELECTRICAL	CABINET	METAL	GROUND	OUTSIDE	0	Negative
368	WALL		METAL	GROUND	INSIDE	0	Negative
369	WALL	SUPPORT	METAL	GROUND	INSIDE	0	Negative
370	I-BEAM	COLUMN	METAL	GROUND	INSIDE	0	Negative
371	DOOR		METAL	GROUND	INSIDE	0.01	Negative
372	DOOR	JAMB	METAL	GROUND	INSIDE	0	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

KWSMWTELBPSURVREP.V

EE&G: Limited Lead-Based Paint Inspection Report

March 3, 2011

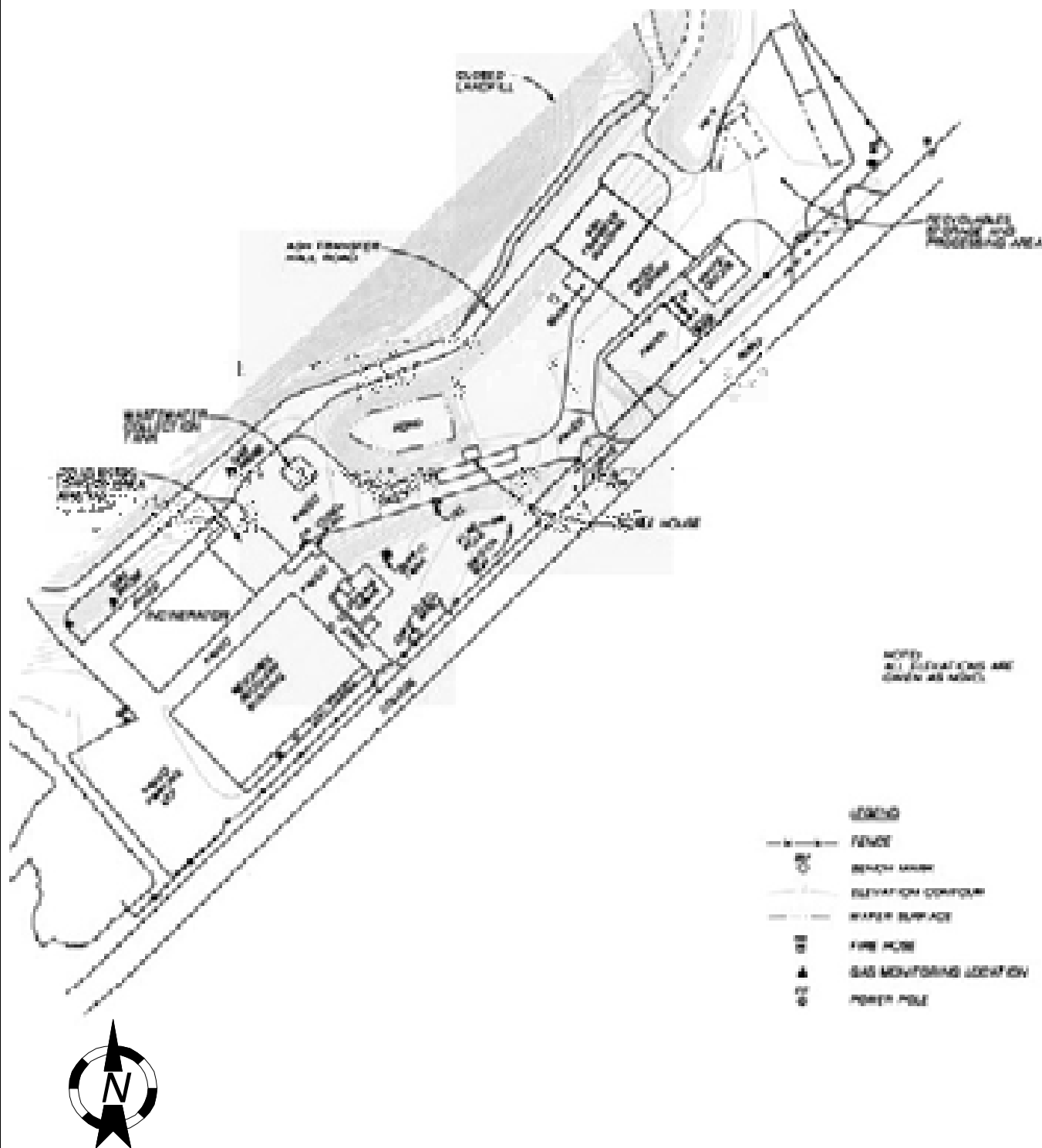
	Component Description		Substrate	Location Description			PbC	Results
373	DOOR	FRAME	METAL	GROUND	INSIDE	SHOP	0	Negative
374	DOOR	ROLL UP	METAL	GROUND	INSIDE	SHOP	0.07	Null
375	DOOR	FRAME	METAL	GROUND	INSIDE	SHOP	0.16	Negative
376	DOOR		METAL	GROUND	INSIDE	SHOP	0	Negative
377	DOOR	JAMB	METAL	GROUND	INSIDE	SHOP	0	Negative
378	DOOR	FRAME	METAL	GROUND	INSIDE	SHOP	0	Negative
379	DOOR		METAL	GROUND	INSIDE	OFFICES	0	Negative
380	DOOR	JAMB	METAL	GROUND	INSIDE	OFFICES	0	Negative
381	DOOR	FRAME	METAL	GROUND	INSIDE	OFFICES	0	Negative
382	DOOR		METAL	GROUND	INSIDE	OFFICES	0	Negative
383	DOOR	JAMB	METAL	GROUND	INSIDE	OFFICES	0	Negative
384	DOOR	FRAME	METAL	GROUND	INSIDE	OFFICES	0	Negative
385	WALL		CONCRETE	GROUND	INSIDE	OFFICES	0	Negative
386	WALL		CONCRETE	GROUND	INSIDE	OFFICES	0	Negative
387	WINDOW		METAL	GROUND	INSIDE	OFFICES	0.06	Negative
388	WALL		CONCRETE	GROUND	INSIDE	OFFICES	0	Negative
389	WALL		CONCRETE	GROUND	INSIDE	OFFICES	0	Negative
390	WINDOW		METAL	GROUND	INSIDE	OFFICES	0.11	Negative
391	DOOR		METAL	GROUND	INSIDE	OFFICES	0	Negative
392	DOOR	JAMB	METAL	GROUND	INSIDE	OFFICES	0	Negative
393	DOOR	FRAME	METAL	GROUND	INSIDE	OFFICES	0	Negative
394	CEILING		WOOD	GROUND	INSIDE	OFFICES	0	Null
395	CEILING		WOOD	GROUND	INSIDE	OFFICES	0	Negative
396	CEILING		WOOD	GROUND	INSIDE	OFFICES	0	Negative
397	CEILING		WOOD	GROUND	INSIDE	OFFICES	0	Negative
398		NIST 1.04			OFFICE		0.9	Negative

PbC = Lead concentration expressed in mg/cm². All null results have been resampled and confirmed by XRF.

KWSMWTELBPSURVREP.V

APPENDIX C

FIGURES



**SOUTHERNMOST WASTE TO
ENERGY COMPLEX**
5701 College Road, Key West, Florida
Project #: 2010-2498

COMPLEX LAYOUT
Source: CM2H HILL

**FIGURE
C1**



Environmental Services, LLC

5005 West Laurel Street, Suite 110
Tampa, Florida 33607
Phone (813) 278-1005 Fax (813) 278-8545



**SOUTHERNMOST WASTE TO
ENERGY COMPLEX**
5701 College Road, Key West, Florida
Project #: 2010-2498

COMPLEX LAYOUT
Source: Google Earth

**FIGURE
C2**

APPENDIX D
PHOTOGRAPHS

Photographs are representative of LBP components identified in section 4.0



Photograph #1: Safety railings above cages in Resource Recovery Building.



Photograph #2: Metal stair hand railings in Resource Recovery Building.

Photographs are representative of LBP components identified in section 4.0



Photograph #3: Concrete floor stripe in Resource Recovery Building



Photograph #4: Concrete floor curbing in Resource Recovery Building

Photographs are representative of LBP components identified in section 4.0



Photograph #5: Water tank in Resource Recovery Building.



Photograph #6: Stairs, safety railings, and ladders in Resource Recovery Building.

Photographs are representative of LBP components identified in section 4.0



Photograph #7: Stairwell hand rail in Resource Recovery Building.



Photograph #8: Stairs in Solid Waste Tipping Area.

Photographs are representative of LBP components identified in section 4.0



Photograph #9: Ladders and safety railings in Solid Waste Tipping Area.



Photograph #10: Cranes and safety railings in Solid Waste Tipping Area.

Photographs are representative of LBP components identified in section 4.0



Photograph #11: Stairs southwest of Solid Waste Tipping Area.



Photograph #12: Railing northeast of Solid Waste Tipping Area.

Photographs are representative of LBP components identified in section 4.0



Photograph #13: Safety railings and ladder under Raised Cooling Tower Structure.



Photograph #14: Bollards with rail east of Raised Cooling Tower Structure.

Photographs are representative of LBP components identified in section 4.0



Photograph #15: Drain cap north of Raised Cooling Tower Structure



Photograph #16: Posts north of Raised Cooling Tower Structure

Photographs are representative of LBP components identified in section 4.0



Photograph #17: Guard rail southeast of the Scale House.



Photograph #18: Stripe around scale at Scale House.

Photographs are representative of LBP components identified in section 4.0



Photograph #19: Bollards south of Ash Transfer Building.



Photograph #20: Rebar filter screen north of Solid Waste Tipping Area.

Photographs are representative of LBP components identified in section 4.0

APPENDIX E
CERTIFICATES

United States Environmental Protection Agency

This is to certify that

Ronald Gene MacDonald

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226(a) & (b).

Risk Assessor

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires October 31, 2012

FL-R-612-3

Certification #

Issued On




Jeanne M. Gettle, Chief

Pesticides and Toxic Substances Branch

United States Environmental Protection Agency

This is to certify that



EE&G Environmental Services, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.206

In the Jurisdiction of:

Florida

This certification is valid from the date of issuance and expires September 8, 2013

FL-10142-3

Certification #

SEP 22 2010

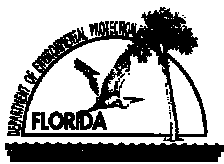
Issued On



A handwritten signature in blue ink, appearing to read "Stephanie M. Geddis".

Stephanie M. Geddis, Chief

Pesticides and Toxic Substances Branch



Florida Department of
Environmental Protection
Division of Air Resource Management

DEP Form 62-257.900(1)
Effective 10-12-08
Page 1 of 2

NOTICE OF DEMOLITION OR ASBESTOS RENOVATION

TYPE OF NOTICE (CHECK ONE ONLY): ☐ ORIGINAL ☐ REVISED ☐ CANCELLATION ☐ COURTESY
TYPE OF PROJECT (CHECK ONE ONLY): ☐ DEMOLITION ☐ RENOVATION
IF DEMOLITION, IS IT AN ORDERED DEMOLITION? ☐ YES ☐ NO
IF RENOVATION:
IS IT AN EMERGENCY RENOVATION OPERATION? ☐ YES ☐ NO
IS IT A PLANNED RENOVATION OPERATION? ☐ YES ☐ NO

I. Facility Name _____

Address _____

City _____ State _____ Zip _____ County _____

Site _____ Consultant Inspecting Site _____

Building Size _____ (Square Feet) # of Floors _____ Building Age in Years _____

Prior Use: ☐ School/College/University ☐ Residence ☐ Small Business ☐ Other _____

Present Use: ☐ School/College/University ☐ Residence ☐ Small Business ☐ Other _____

II. Facility Owner _____ Phone (_____) _____

Address _____

City _____ State _____ Zip _____

III. Contractor's Name _____ Phone (_____) _____

Address _____

City _____ State _____ Zip _____

Is the contractor exempt from licensure under section 469.002(4), F.S.? ☐ YES ☐ NO

IV. Scheduled Dates: (Notice must be postmarked 10 working days before the project start date)

Asbestos Removal (mm/dd/yy) Start: _____ Finish: _____ Demo/Renovation (mm/dd/yy) Start: _____ Finish: _____

V. Description of planned demolition or renovation work to be performed and methods to be employed, including demolition or renovation techniques to be used and description of affected facility components. _____

Procedures to be Used (Check All That Apply):

<input type="checkbox"/> Strip and Removal	<input type="checkbox"/> Glove Bag	<input type="checkbox"/> Bulldozer	<input type="checkbox"/> Wrecking Ball
<input type="checkbox"/> Wet Method	<input type="checkbox"/> Dry Method	<input type="checkbox"/> Explode	<input type="checkbox"/> Burn Down
OTHER: _____			

VI. Procedures for Unexpected RACM: _____

VII. Asbestos Waste Transporter: Name _____ Phone (_____) _____

Address _____

City _____ State _____ Zip _____

VIII. Waste Disposal Site: Name _____ Class _____

Address _____

City _____ State _____ Zip _____

IX. RACM or ACM: Procedure, including analytical methods, employed to detect the presence of RACM and Category I and II nonfriable ACM. _____

Amount of RACM or ACM*

_____ square feet surfacing material
_____ linear feet pipe
_____ cubic feet of RACM off facility components
_____ square feet cementitious material
_____ square feet resilient flooring
_____ square feet asphalt roofing

X. Fee Invoice Will Be Sent to Address in Block Below: (Print or Type)

*Identify and describe surfacing material and other materials as applicable: _____

I certify that the above information is correct and that an individual trained in the provisions of this regulation (40 CFR Part 61, Subpart M) will be on-site during the demolition or renovation and evidence that the required training has been accomplished by this person will be available for inspection during normal business hours.

(Print Name of Owner/Operator) _____ (Date) _____

(Signature of Owner/Operator) _____ (Date) _____

DEP USE ONLY

Postmark/Date Received

ID#

Instructions

The state asbestos removal program requirements of s. 376.60, F.S., and the renovation or demolition notice requirements of the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M, as embodied in Rule 62-257, F.A.C., are included on this form.

Check to indicate whether this notice is an original, a revision, a cancellation, or a courtesy notice (i.e., not required by law). If the notice is a revision, please indicate which entries have been changed or added.

Check to indicate whether the project is a demolition or a renovation.

If you checked demolition, was it **ordered** by the State or a local government agency? If so, in addition to the information required on the form, the owner/operator must provide the name of the agency ordering the demolition, the title of the person acting on behalf of the agency, the authority for the agency to order the demolition, the date of the order, and the date ordered to begin. A copy of the order must also be attached to the notification.

If you checked renovation, is it an **emergency renovation operation**? If so, in addition to the information required on the form, the owner/operator must provide the date and hour the emergency occurred, the description of the sudden, unexpected event, and an explanation of how the event caused unsafe conditions or would cause equipment damage or an unreasonable financial burden. If you checked renovation and it is a **planned renovation operation**, please note that the notice is effective for a period not to exceed a calendar year of January 1 through December 31.

- I. Complete the facility information. This section describes the facility where the renovation or demolition is scheduled. This address will be used by the Department inspector to locate the project site. Provide the name of the consultant or firm that conducted the asbestos site survey/inspection. For "prior use" check the appropriate box to indicate whether the prior use of the facility is that of a school, college, or university; residence, as "residential dwelling" is defined in Rule 62-257.200, F.A.C.; small business, as defined in s. 288.703(1), F.S.; or other. If "other" is checked, identify the use. Please follow the same instructions for "present use."
- II. Complete the facility owner information.
- III. Complete the contractor information.
- IV. List separately the scheduled start and finish dates (month/day/year) for both the asbestos removal portion of the project and the renovation or demolition portion of the project.
- V. Describe and check the methods and procedures to be used for a planned demolition or renovation. Include a description of the affected facility components. (Note: The NESHAP for asbestos, which is adopted and incorporated by reference in Rule 62-204.800, F.A.C., requires obtaining Department approval prior to using a dry removal method in accordance with 40 CFR section 61.145(3)(c)(i).)
- VI. Describe the procedures to be used in the event unexpected RACM is found or previously nonfriable asbestos material becomes crumbled, pulverized, or reduced to powder after start of the project.
- VII. Complete the asbestos waste transporter information.
- VIII. Complete the waste disposal site information.
- IX. List the amount of RACM or ACM of each type of asbestos to be removed. (Note: A volume measurement of RACM off facility components is **only** permissible if the length or area could not be measured previously.) Identify and describe the listed surfacing material and other listed materials as applicable.
- X. Provide the address where the Department is to send the invoice for any fee due. Do not send a fee with the notification. The fee will be calculated by the Department pursuant to Rule 62-257.400, F.A.C.

Sign the form and mail the original to the district or local air program having jurisdiction in the county where the project is scheduled (**DO NOT FAX**). The correct address can be obtained by contacting the State Asbestos Coordinator at: Department of Environmental Protection, Division of Air Resources Management, 2600 Blair Stone Road, Tallahassee, FL 32399-2400.

Appendix H
Federal Transit Administration (FTA) Governing
Documents

Appendix H – Table of Contents – FTA Governing Documents

- 2. Buy America Requirements
- 5. Seismic Safety Requirements
- 6. Energy Conservation Requirements
- 7. Clean Water Requirements
- 10. Lobbying
- 11. Access to Records and Reports
- 12. Federal Changes
- 13. Bonding Requirements
- 14. Clean Air
- 15. Recycled Products
- 16. Davis-Bacon and Copeland Anti-Kickback Acts
- 17. Contract Work Hours and Safety Standards Act
- 18. [Reserved]
- 19. No Government Obligation to Third Parties
- 20. Program Fraud and False or Fraudulent Statements and Related Acts
- 21. Termination
- 22. Government wide Debarment and Suspension (Non-procurement)
- 23. Privacy Act
- 24. Civil Rights Requirements
- 25. Breaches and Dispute Resolution
- 27. Transit Employee Protective Agreements
- 28. Disadvantaged Business Enterprises (DBE)
- 29. [Reserved]
- 30. Incorporation of Federal Transit Administration (FTA) Terms
- 31. Drug and Alcohol Testing

Exhibit A Wage Rates

2. BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j) 49 CFR Part 661

Applicability to Contracts

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

Flow Down

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee contract, subcontracts under that amount are subject to Buy America.

Mandatory Clause/Language

The Buy America regulation, at 49 CFR 661.13, requires notification of the Buy America requirements in FTA-funded contracts, but does not specify the language to be used. The following language has been developed by FTA.

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

5. SEISMIC SAFETY REQUIREMENTS

**42 U.S.C. 7701 et seq. 49
CFR Part 41**

Applicability to Contracts

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance, with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Model Clauses/Language

The regulations do not provide suggested language for third-party contract clauses. The following language has been developed by FTA.

Seismic Safety - The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

6. ENERGY CONSERVATION REQUIREMENTS

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

Applicability to Contracts

The Energy Conservation requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Model Clause/Language

No specific clause is recommended in the regulations because the Energy Conservation requirements are so dependent on the state energy conservation plan. The following language has been developed by FTA.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

Applicability to Contracts

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

Flow Down

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Model Clause/Language

While no mandatory clause is contained in the Federal Water Pollution Control Act, as amended, the following language developed by FTA contains all the mandatory requirements.

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

10. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Applicability to Contracts

The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7.

Mandatory Clause/Language

- Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.

Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]

- Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.

Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.

- Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] -

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

11. ACCESS TO RECORDS AND REPORTS

**49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17**

Applicability to Contracts

Reference Chart "Requirements for Access to Records and Reports by Type of Contracts"

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

FTA does not require the inclusion of these requirements in subcontracts.

Model Clause/Language

The specified language is not mandated by the statutes or regulations referenced, but the language provided paraphrases the statutory or regulatory language.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of

their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>II Non State Grantees</u>						
a. Contracts below SAT	Yes ³ Yes ³	Those imposed on non-state	Yes Yes	Yes Yes	Yes Yes	Yes Yes

(\$100,000)			Grante e pass thru to Contractor				
b. Contracts above \$100,000/Ca pital Projects							

Sources of Authority:

1 49 USC 5325 (a)

2 49 CFR 633.17

3 18 CFR 18.36 (i)

12. FEDERAL CHANGES

49 CFR Part 18

Applicability to Contracts

The Federal Changes requirement applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Changes requirement flows down appropriately to each applicable changed requirement.

Model Clause/Language

No specific language is mandated. The following language has been developed by FTA.

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

13. BONDING REQUIREMENTS

Applicability to Contracts

For those construction or facility improvement contracts or subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts as follows:

a. A bid guarantee from each bidder equivalent to five (5) percent of the bid price. The "bid guarantees" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part to the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract. Payment bond amounts required from Contractors are as follows:

(1) 50% of the contract price if the contract price is not more than \$1 million;

(2) 40% of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) \$2.5 million if the contract price is more than \$5 million.

d. A cash deposit, certified check or other negotiable instrument may be accepted by a grantee in lieu of performance and payment bonds, provided the grantee has established a procedure to assure that the interest of FTA is adequately protected. An irrevocable letter of credit would also satisfy the requirement for a bond.

Flow Down

Bonding requirements flow down to the first tier contractors.

Model Clauses/Language

FTA does not prescribe specific wording to be included in third party contracts. FTA has prepared sample clauses as follows:

Bid Bond Requirements (Construction)

(a) Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to (Recipient) and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by (Recipient) to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of (Recipient).

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of (Recipient), shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of (Recipient's) damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by (Recipient) as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense (Recipient) for the damages occasioned by default, then the undersigned bidder agrees to

indemnify (Recipient) and pay over to (Recipient) the difference between the bid security and (Recipient's) total damages, so as to make (Recipient) whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction)

The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds

1. The penal amount of the payment bonds shall equal:
 - (i) Fifty percent of the contract price if the contract price is not more than \$1 million.
 - (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
 - (iii) Two and one half million if the contract price is more than \$5 million.
2. If the original contract price is \$5 million or less, the (Recipient) may require additional protection as required by subparagraph 1 if the contract price is increased.

Performance and Payment Bonding Requirements (Non-Construction)

The Contractor may be required to obtain performance and payment bonds when necessary to protect the (Recipient's) interest.

(a) The following situations may warrant a performance bond:

1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material).
2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
3. Substantial progress payments are made before delivery of end items starts.
4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to

obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the (Recipient) determines that a lesser amount would be adequate for the protection of the (Recipient).
2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The (Recipient) may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest.

(d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows:

1. The penal amount of payment bonds shall equal:

(i) Fifty percent of the contract price if the contract price is not more than \$1 million;

(ii) Forty percent of the contract price if the contract price is more than \$1 million

but not more than \$5 million; or

(iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements

The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The (recipient) shall determine the amount of the advance payment bond necessary to protect the (Recipient).

Patent Infringement Bonding Requirements (Patent Indemnity)

The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The (recipient) shall determine the amount of the patent indemnity to protect the (Recipient).

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to (Recipient), the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by (Recipient), free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the [Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by (Recipient) and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to (Recipient). As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form

acceptable to (Recipient) written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

14. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

Applicability to Contracts

The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

Flow Down

The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

Model Clauses/Language

No specific language is required. FTA has proposed the following language.

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Applicability to Contracts

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to all to all contractor and subcontractor tiers.

Model Clause/Language

No specific clause is mandated, but FTA has developed the following language.

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

16. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

Background and Application

The Davis-Bacon and Copeland Acts are codified at 40 USC 3141, et seq. and 18 USC 874. The Acts apply to grantee construction contracts and subcontracts that “at least partly are financed by a loan or grant from the Federal Government.” 40 USC 3145(a), 29 CFR 5.2(h), 49 CFR 18.36(i)(5). The Acts apply to any construction contract over \$2,000. 40 USC 3142(a), 29 CFR 5.5(a). ‘Construction,’ for purposes of the Acts, includes “actual construction, alteration and/or repair, including painting and decorating.” 29 CFR 5.5(a). The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) enumerated at 29 CFR 5.5(a) and reproduced below.

The clause language is drawn directly from 29 CFR 5.5(a) and any deviation from the model clause below should be coordinated with counsel to ensure the Acts’ requirements are satisfied.

Clause Language

Davis-Bacon and Copeland Anti-Kickback Acts

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular

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

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officers shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

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

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve

an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [*insert name of grantee*] shall upon its own action or upon written

request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [***insert name of grantee***] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [***insert name of grantee***] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

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

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

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

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of

title 31 of the United States Code.

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

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

the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of

a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

17. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Background and Application

The Contract Work Hours and Safety Standards Act is codified at 40 USC 3701, et seq. The Act applies to grantee contracts and subcontracts “financed at least in part by loans or grants from ... the [Federal] Government.” 40 USC 3701(b)(1)(B)(iii) and (b)(2), 29 CFR 5.2(h), 49 CFR 18.36(i)(6). Although the original Act required its application in any construction contract over \$2,000 or non-construction contract to which the Act applied over \$2,500 (and language to that effect is still found in 49 CFR 18.36(i)(6)), the Act no longer applies to any “contract in an amount that is not greater than \$100,000.” 40 USC 3701(b)(3)(A)(iii).

The Act applies to construction contracts and, in very limited circumstances, non-construction projects that employ “laborers or mechanics on a public work.” These non-construction applications do not generally apply to transit procurements because transit procurements (to include rail cars and buses) are deemed “commercial items.” 40 USC 3707, 41 USC 403 (12). A grantee that contemplates entering into a contract to procure a developmental or unique item should consult counsel to determine if the Act applies to that procurement and that additional language required by 29 CFR 5.5(c) must be added to the basic clause below.

The clause language is drawn directly from 29 CFR 5.5(b) and any deviation from the model clause below should be coordinated with counsel to ensure the Act’s requirements are satisfied.

Clause Language

Contract Work Hours and Safety Standards

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

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

18. [RESERVED]

19. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts

Applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

Not required by statute or regulation for either primary contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.

Model Clause/Language

While no specific language is required, FTA has developed the following language.

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS**

**31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307**

Applicability to Contracts

These requirements are applicable to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

Model Clause/Language

These requirements have no specified language, so FTA proffers the following language.

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21. TERMINATION

49 U.S.C.Part 18

FTA Circular 4220.1E

Applicability to Contracts

All contracts (with the exception of contracts with nonprofit organizations and institutions of higher education,) in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. (For contracts with nonprofit organizations and institutions of higher education the threshold is \$100,000.) In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

Model Clause/Language

FTA does not prescribe the form or content of such clauses. The following are suggestions of clauses to be used in different types of contracts:

a. Termination for Convenience (General Provision) The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (Recipient) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (Recipient), the Contractor will account for the same, and dispose of it in the manner the (Recipient) directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the (Recipient), after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (Recipient) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The (Recipient), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may

terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the (Recipient), protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and (Recipient) shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the (Recipient).

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the

Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the contractor, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The (Recipient) may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The (Recipient) shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The (Recipient) may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the (Recipient) or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the (Recipient), or property supplied to the Contractor by the (Recipient). If the termination is for default, the (Recipient) may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the (Recipient) and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the (Recipient), the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the (Recipient) determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the (Recipient), after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

22. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29

Executive Order 12549

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29. 220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

Clause Language

The following clause language is suggested, not mandatory. It incorporates the optional method of verifying that contractors are not excluded or disqualified by certification.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by **{insert agency name}**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **{insert agency name}**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23. PRIVACY ACT

5 U.S.C. 552

Applicability to Contracts

When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Federal Privacy Act requirements flow down to each third party contractor and their contracts at every tier.

Model Clause/Language

The text of the following clause has not been mandated by statute or specific regulation, but has been developed by FTA.

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

24. CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000

42 U.S.C. § 6102, 42 U.S.C. § 12112

42 U.S.C. § 12132, 49 U.S.C. § 5332

29 CFR Part 1630, 41 CFR Parts 60 et seq.

Applicability to Contracts

The Civil Rights Requirements apply to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Model Clause/Language

The following clause was predicated on language contained at 49 CFR Part 19, Appendix A, but FTA has shorten the lengthy text.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

25. BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18

[FTA Circular 4220.1E](#)

Applicability to Contracts

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down

The Breaches and Dispute Resolutions requirements flow down to all tiers.

Model Clauses/Language

FTA does not prescribe the form or content of such provisions. What provisions are developed will depend on the circumstances and the type of contract. Recipients should consult legal counsel in developing appropriate clauses. The following clauses are examples of provisions from various FTA third party contracts.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in

writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

27. TRANSIT EMPLOYEE PROTECTIVE AGREEMENTS

49 U.S.C. § 5310, § 5311, and § 5333

29 CFR Part 215

Applicability to Contracts

The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.

(Because transit operations involve many activities apart from directly driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause.)

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

These provisions are applicable to all contracts and subcontracts at every tier.

Model Clause/Language

Since no mandatory language is specified, FTA had developed the following language.

Transit Employee Protective Provisions. (1) The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance

provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

(c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C.

§ 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

(2) The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

28. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Background and Applicability

The newest version on the Department of Transportation's Disadvantaged Business Enterprise (DBE) program became effective July 16, 2003. The rule provides guidance to grantees on the use of overall and contract goals, requirement to include DBE provisions in subcontracts, evaluating DBE participation where specific contract goals have been set, reporting requirements, and replacement of DBE subcontractors. Additionally, the DBE program dictates payment terms and conditions (including limitations on retainage) applicable to all subcontractors regardless of whether they are DBE firms or not.

The DBE program applies to all DOT-assisted contracting activities. A formal clause such as that below must be included in all contracts above the micro-purchase level. The requirements of clause subsection b flow down to subcontracts.

A substantial change to the payment provisions in this newest version of Part 26 concerns retainage (see section 26.29). Grantee choices concerning retainage should be reflected in the language choices in clause subsection d.

Clause Language

The following clause language is suggested, not mandatory. It incorporates the payment terms and conditions applicable to all subcontractors based in Part 26 as well as those related only to DBE subcontractors. The suggested language allows for the options available to grantees concerning retainage, specific contract goals, and evaluation of DBE subcontracting participation when specific contract goals have been established.

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged

Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **1%**. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **City of Key West** deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. The successful bidder/offer or will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the **City of Key West**. In addition, **is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.**

e. The contractor must promptly notify **City of Key West**, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of **City of Key West**.

29. [RESERVED]

30. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1E

Applicability to Contracts

The incorporation of FTA terms applies to all contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down

The incorporation of FTA terms has unlimited flow down.

Model Clause/Language

FTA has developed the following incorporation of terms language:

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1E](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

31. DRUG AND ALCOHOL TESTING

49 U.S.C. §5331

49 CFR Parts 653 and 654

Applicability to Contracts

The Drug and Alcohol testing provisions apply to Operational Service Contracts.

Applicability to Micro-Purchases

Micro-purchases are defined as those purchases under \$2,500. These requirements do not apply to micro-purchases.

Flow Down Requirements

Anyone who performs a safety-sensitive function for the recipient or subrecipient is required to comply with 49 CFR 653 and 654, with certain exceptions for contracts involving maintenance services. Maintenance contractors for non-urbanized area formula program grantees are not subject to the rules. Also, the rules do not apply to maintenance subcontractors.

Model Clause/Language

Introduction

FTA's drug and alcohol rules, 49 CFR 653 and 654, respectively, are unique among the regulations issued by FTA. First, they require recipients to ensure that any entity performing a safety-sensitive function on the recipient's behalf (usually subrecipients and/or contractors) implement a complex drug and alcohol testing program that complies with Parts 653 and 654. Second, the rules condition the receipt of certain kinds of FTA funding on the recipient's compliance with the rules; thus, the recipient is not in compliance with the rules unless every entity that performs a safety-sensitive function on the recipient's behalf is in compliance with the rules. Third, the rules do not specify how a recipient ensures that its subrecipients and/or contractors comply with them.

How a recipient does so depends on several factors, including whether the contractor is covered independently by the drug and alcohol rules of another Department of Transportation operating administration, the nature of the relationship that the recipient has with the contractor, and the financial resources available to the recipient to oversee the

contractor's drug and alcohol testing program. In short, there are a variety of ways a recipient can ensure that its subrecipients and contractors comply with the rules.

Therefore, FTA has developed three model contract provisions for recipients to use "as is" or to modify to fit their particular situations.

Explanation of Model Contract Clauses

Under Option 1, the recipient ensures the contractor's compliance with the rules by requiring the contractor to participate in a drug and alcohol program administered by the recipient. The advantages of doing this are obvious: the recipient maintains total control over its compliance with 49 CFR 653 and 654. The disadvantage is that the recipient, which may not directly employ any safety-sensitive employees, has to implement a complex testing program. Therefore, this may be a practical option only for those recipients which have a testing program for their employees, and can add the contractor's safety-sensitive employees to that program.

Under Option 2, the recipient relies on the contractor to implement a drug and alcohol testing program that complies with 49 CFR 653 and 654, but retains the ability to monitor the contractor's testing program; thus, the recipient has less control over its compliance with the drug and alcohol testing rules than it does under option 1. The advantage of this approach is that it places the responsibility for complying with the rules on the entity that is actually performing the safety-sensitive function. Moreover, it reserves to the recipient the power to ensure that the contractor complies with the program. The disadvantage of Option 2 is that without adequate monitoring of the contractor's program, the recipient may find itself out of compliance with the rules.

Under option 3, the recipient specifies some or all of the specific features of a contractor's drug and alcohol compliance program. Thus, it requires the recipient to decide what it wants to do and how it wants to do it. The advantage of this option is that the recipient has more control over the contractor's drug and alcohol testing program, yet it is not actually administering the testing program. The disadvantage is that the recipient has to specify and understand clearly what it wants to do and why.

Drug and Alcohol Testing

Option 1

The contractor agrees to:

(a) participate in (grantee's or recipient's) drug and alcohol program established in compliance with 49 CFR 653 and 654.

Drug and Alcohol Testing

Option 2

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Drug and Alcohol Testing

Option 3

The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, produce any documentation necessary to establish its compliance with Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of (name of State), or the (insert name of grantee), to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 before (insert date) and to submit the Management Information System (MIS) reports before (insert date before March 15) to (insert title and address of person responsible for receiving information). To certify compliance the contractor shall use the "Substance Abuse Certifications" in the

"Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The Contractor agrees further to [Select a, b, or c] (a) submit before (insert date or upon request) a copy of the Policy Statement developed to implement its drug and alcohol testing program; OR (b) adopt (insert title of the Policy Statement the recipient wishes the contractor to use) as its policy statement as required under 49 CFR 653 and 654; OR (c) submit for review and approval before (insert date or upon request) a copy of its Policy Statement developed to implement its drug and alcohol testing program. In addition, the contractor agrees to: (to be determined by the recipient, but may address areas such as: the selection of the certified laboratory, substance abuse professional, or Medical Review Officer, or the use of a consortium).

Exhibit A

Wage Rates

Current wage tables may be obtained at:

<http://www.dot.state.fl.us/construction/wage.shtm> or at: <http://www.wdol.gov>

The wage tables may be updated during the bid process. Please check the website 10 days prior to bid opening for the most current tables before submitting your bids. The wage table current ten (10) days prior to bid opening will be the wage rate table included in the CONTRACT.

General Decision Number: FL120063 02/17/2012 FL63

Superseded General Decision Number: FL20100162

State: Florida

Construction Type: Building

County: Monroe County in Florida.

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

Modification Number	Publication Date
0	01/06/2012
1	02/03/2012
2	02/17/2012

ELEC0349-003 09/05/2011

	Rates	Fringes
ELECTRICIAN		
Electrical contracts including materials that are over \$2,000,000.....	\$ 30.11	896
Electrical contracts including materials that are under \$2,000,000.....	\$ 27.15	8.64

ENGI0487-004 01/01/2010

	Rates	Fringes
OPERATOR: Crane		
All Cranes Over 15 Ton Capacity.....	\$ 28.05	8.75

Yard Crane, Hydraulic Crane, Capacity 15 Ton and Under.....	\$ 21.00	8.75

* IRON0272-004 10/01/2011		
	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 23.94	5.93

PAIN0365-004 08/01/2010		
	Rates	Fringes
PAINTER: Brush Only.....	\$ 16.00	6.20

SFFL0821-001 01/01/2012		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.93	16.29

* SHEE0032-003 01/01/2009		
	Rates	Fringes
SHEETMETAL WORKER (HVAC Duct Installation).....	\$ 24.42	11.36

* SUFL2009-059 05/22/2009		
	Rates	Fringes
CARPENTER.....	\$ 15.08	5.07
CEMENT MASON/CONCRETE FINISHER...	\$ 12.45	0.00
FENCE ERECTOR.....	\$ 9.94	0.00
LABORER: Common or General.....	\$ 8.62	0.00
LABORER: Pipelayer.....	\$ 10.45	0.00
OPERATOR: Backhoe/Excavator.....	\$ 16.98	0.00
OPERATOR: Paver.....	\$ 9.58	0.00
OPERATOR: Pump.....	\$ 11.00	0.00
PAINTER: Roller and Spray.....	\$ 11.21	0.00
PLUMBER.....	\$ 12.27	3.33
ROOFER: Built Up, Composition, Hot Tar and		

Single Ply.....	\$ 14.33	0.00
SHEET METAL WORKER, Excludes		
HVAC Duct Installation.....	\$ 14.41	3.61
TRUCK DRIVER, Includes Dump		
and 10 Yard Haul Away.....	\$ 8.00	0.15

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007

5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION