

LEAD PAINT ASSESSMENT REPORT

Dewey Avenue and Driving Park Avenue Realignment Project
City of Rochester, Monroe County, New York

PIN 4755.55

Prepared For:

City of Rochester

Prepared By:

Ravi Engineering & Land Surveying, P.C.
2110 S. Clinton Avenue, Suite 1
Rochester, New York 14618

Revised February 2016

Project No. 40-14-035

LEAD PAINT ASSESSMENT REPORT

Dewey Avenue and Driving Park Avenue Realignment Project
City of Rochester, Monroe County, New York

PIN 4755.55

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EXECUTIVE SUMMARY

A Lead Paint Assessment has been conducted for the Dewey Ave/Driving Park Ave intersection realignment project in the City of Rochester, Monroe County, New York.

This Assessment was completed by a United States Environmental Protection Agency (USEPA) Lead Paint Inspector. The license and certifications to conduct this work are included in Attachment A.

The Assessment included a review of available record plans, a visual inspection and collection of suspect lead containing paints for lead content determination.

Seven (7) different suspect lead containing paints were identified as part of this Assessment. Seven (7) paint chip samples were collected and sent to Paradigm Environmental Services, Inc (Paradigm) for lead content determination. **Analytical results from Paradigm indicate that the green flaky paint on the Dewey Avenue North gas vent and the yellow paint on the traffic signal pole concrete bases contain lead above levels of regulatory concern.**

If it is later determined that project components will include elements beyond the present scope of work for which this assessment was conducted, it is recommended that an additional Lead Paint Assessment be completed by a (USEPA) Lead Paint Inspector.

If additional painted surfaces not observed during the visual inspection are discovered during construction phase; it is recommended that those surfaces are assumed to contain lead paint until laboratory results prove otherwise.

1.0 INTRODUCTION

Ravi Engineering & Land Surveying, P.C. (RE&LS) as a sub consultant to Bergmann Associates P.C (Bergmann) has been retained by the City of Rochester to perform a lead paint assessment for the Dewey Ave/Driving Park Ave intersection realignment project in the City of Rochester, Monroe County, New York. The required license and certifications to conduct this work are included in Attachment A.

2.0 PROJECT OVERVIEW

The project is located in the City of Rochester, Monroe County (PIN 4755.55).

The City of Rochester intends to realign the intersection of Dewey Avenue and Driving Park Avenue. A major reconstruction project is necessary to redirect travel along Dewey Avenue.

This lead paint assessment included a review of available records, a visual inspection and collection of paint and analysis for lead content determination. This report contains the findings of this assessment.

3.0 RECORD REVIEW

No records were available for review at the time of this assessment.

4.0 VISUAL INSPECTION

A visual inspection and sampling was conducted on June 26, 2015. The purpose of the visual inspection is to identify suspect painted surfaces that exist throughout the impacted area. Representative paint samples of areas anticipated to be impacted during the realignment project were sampled and analyzed for lead content.

5.0 LEAD PAINT SAMPLING RESULTS

Seven (7) paint chip samples were collected in the field and analyzed for lead by Paradigm Environmental Services Inc. A copy of Paradigm's credentials can be found in Attachment A. Locations of paint chip samples are shown on the Sample Location Plan, located in Attachment C. The sample results received from Paradigm are summarized in the following table. Sample results, including applicable correspondence, are located in Attachment B.

Lead in Paint Sample Results			
Sample Location	Sample Description	Sample Number	Lead Content
Family Dollar Light Pole Base	Yellow	PNT-001	<0.00973%
Dewey Ave North gas vent	Green flaky paint	PNT-002	3.31%
Dewey Ave North gas vent box	Green flaky paint	PNT-003	<0.0197%
Dewey/Driving Park transformer box	Green paint	PNT-004	<0.0110%
Dewey/Driving Park light signal and light pole concrete bases	Yellow paint	PNT-005	0.114%
Driving Park bike rack	Black paint	PNT-006	<0.00697%
Family Dollar sign post	White paint	PNT-007	<0.0291%

6.0 LEAD PAINT AND LOCATIONS

Lead paint is regulated under Occupational Safety and Health Agency (OSHA) per 29 Code of Federal Regulations (CFR) 1926.62 the Construction Lead Standard. Under this regulation, paint is considered lead containing if there is any percent of lead above zero. **Therefore, based on the above results, lead containing paint does exist per OSHA regulations.**

7.0 RECOMMENDATIONS

The presence of lead on the green Dewey Avenue North gas vent and the yellow Dewey/Driving park intersection signal light pole and light pole concrete bases will require worker safety controls when the realignment work is being performed, in accordance with the OSHA 29 CFR 1926.62 Construction Lead Standard.

If it is later determined that project components will include elements beyond the present scope of work for which this assessment was conducted, it is recommended that an additional Lead Paint Assessment be completed by a (USEPA) Lead Paint Inspector.

If additional painted surfaces not observed during the visual inspection are discovered during construction phase, it is recommended that those surfaces are assumed to contain lead until laboratory results prove otherwise.

ATTACHMENT A

License and Certifications

LEAD PAINT ASSESSMENT REPORT

***Dewey Avenue and Driving Park Avenue Realignment Project
PIN 4755.55***

United States Environmental Protection Agency

This is to certify that

Ravi Engineering & Land Surveying, P.C.

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

In the Jurisdiction of:

New York

This certification is valid from the date of issuance and expires

January 20, 2016

NY-19922-2

Certification #

November 21, 2012

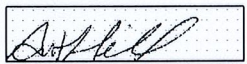
Issued On

Michelle Price

Michelle Price, Chief


Lead, Heavy Metals, and Inorganics Branch



Certification No. NY-R-48703-2	
Date of Birth 09/17/1980	Expiration Date 07/06/2016
Address 	
Badge Holder's Name Anthony James Hill	
Badge Holder's Signature 	

If found, drop in any mailbox
Postmaster: Please return to:

US EPA
1200 Pennsylvania Ave, NW
(MC-7404T)
Washington, DC 20460
or Call 1-800-424-LEAD



NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. BRUCE HOOGESTEGER
PARADIGM ENVIRONMENTAL SERVICES INC
179 LAKE AVENUE
ROCHESTER, NY 14608

NY Lab Id No: 10958

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 6010C
Lead in Paint	EPA 6010C

Sample Preparation Methods

EPA 3050B

Serial No.: 52201

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

ATTACHMENT B

Analytical Report and Chain of Custody Form

LEAD PAINT ASSESSMENT REPORT

Dewey Avenue and Driving Park Avenue Realignment Project
PIN 4755.55



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For
Ravi Engineering & Land Surveying, P.C.

For Lab Project ID

152631

Referencing

40-14-035 Dewey & Driving Park Realignment

Prepared

Wednesday, July 01, 2015

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

A handwritten signature in black ink, consisting of several overlapping, stylized strokes, positioned above a horizontal line.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958



Lab Project ID: 152631

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035 Dewey & Driving Park Realignment

Sample Identifier: Family Dollar Light Pole Base, PNT-001

Lab Sample ID: 152631-01

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.00973	%		6/29/2015 19:18

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 062915a



Lab Project ID: 152631

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035 Dewey & Driving Park Realignment

Sample Identifier: Dewey North Signal Pole, PNT-002

Lab Sample ID: 152631-02

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	3.31	%		6/30/2015 10:46

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 063015a



Lab Project ID: 152631

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035 Dewey & Driving Park Realignment

Sample Identifier: Dewey North Signal Box, PNT-003

Lab Sample ID: 152631-03

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0197	%		6/29/2015 19:26

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 062915a



Lab Project ID: 152631

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035 Dewey & Driving Park Realignment

Sample Identifier: Dewey/Driving Pk Transformer Box, PNT-004

Lab Sample ID: 152631-04

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0110	%		6/29/2015 19:31

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 062915a



Lab Project ID: 152631

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035 Dewey & Driving Park Realignment

Sample Identifier: Signal Pole Base, PNT-005

Lab Sample ID: 152631-05

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	0.114	%		6/29/2015 19:35

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 062915a



Lab Project ID: 152631

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035 Dewey & Driving Park Realignment

Sample Identifier: Driving Park Bike Rack, PNT-006

Lab Sample ID: 152631-06

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.00697	%		6/29/2015 19:39

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 062915a



Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

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All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

"<" = Analyzed for but not detected at or above the quantitation limit.

"E" = Result has been estimated, calibration limit exceeded.

"Z" = See case narrative.

"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.

"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.

"B" = Method blank contained trace levels of analyte. Refer to included method blank report.

"J" = Result estimated between the quantitation limit and half the quantitation limit.

"L" = Laboratory Control Sample recovery outside accepted QC limits.

"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.
"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.

"" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*

"(1)" = Indicates data from primary column used for QC calculation.

GENERAL TERMS AND CONDITIONS

LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation.

LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices.

Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability.

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.

Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure.

Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling.

Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.

Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility.

LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment.

LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure.

LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law.

This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

1082

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

CHAIN OF CUSTODY



Project # 40-14-035
Dewey Driving Park
Rearignment
City of Rochester

REPORT TO:		INVOICE TO:	
CLIENT: Ravi Engineering & Land Survey	CLIENT: Same	LAB PROJECT ID: 152631	
ADDRESS: 210 S. Clinton Ave Suite 1	ADDRESS:	Quotation #:	
CITY: Rochester	CITY:	STATE:	
STATE: NY	STATE:	ZIP:	
ZIP: 14618	ZIP:	PHONE:	
PHONE:	PHONE:	ATTN:	
ATTN: Dave Deyang	ATTN:	Email: Ddeyang@Ravieng.com	

Matrix Codes: AQ - Aqueous Liquid NQ - Non-Aqueous Liquid	WA - Water WG - Groundwater	DW - Drinking Water WW - Wastewater	SO - Soil SL - Sludge	SD - Solid PT - Paint	WP - Wipe CK - Caulk	OL - Oil AR - Air
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REQUESTED ANALYSIS

DATE COLLECTED	TIME COLLECTED	COMPOSITE	G R A B	SAMPLE IDENTIFIER	MC AD T R E S I S	C O N T A I N E R S	REMARKS	PARADIGM LAB SAMPLE NUMBER
1/6/2015			X	Family dollar light pole base	PT	1	DNT-001	01
2				Dewey North Signal pole			PNT-002	02
3				Dewey North Signal box			PNT-003	03
4				Dewey/Driving PK Transformer box			PNT-004	04
5				Signal pole base			PNT-005	05
6				Driving park bike rack			PNT-006	06
7								
8								
9								
10							20°C 6/26/15 1358	

Turnaround Time	Report Supplements	
Availability contingent upon lab approval; additional fees may apply.		
Standard 5 day	<input checked="" type="checkbox"/> Batch QC	<input type="checkbox"/> Basic EDD
Rush 3 day	<input type="checkbox"/> Category A	<input type="checkbox"/> NYSDEC EDD
Rush 2 day	<input type="checkbox"/> Category B	<input type="checkbox"/> Other EDD
Rush 1 day	<input type="checkbox"/> Other	<input type="checkbox"/> please indicate:
Other	<input type="checkbox"/> please indicate:	

Anthony Hill	6/26/15	Date/Time
Sampled By	6/26/15	Date/Time
Relinquished By	6/26/15	Date/Time
Received By	6/26/15	Date/Time
Received @ Lab By	6/26/15	Date/Time

Total Cost:

P.I.F.

2082



Chain of Custody Supplement

Client: Ravi

Completed by: Molly Karl

Lab Project ID: 152631

Date: 6/26/15

Sample Condition Requirements

Per NELAC/ELAP 210/241/242/243/244

NELAC compliance with the sample condition requirements upon receipt			
Condition	Yes	No	N/A
Container Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			
Transferred to method-compliant container	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Preservation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Chlorine Absent (<0.10 ppm per test strip)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments			
Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			
Temperature	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	20°C 6/26/15 1358		
Sufficient Sample Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments			



PARADIGM
ENVIRONMENTAL SERVICES, INC.

Analytical Report For
Ravi Engineering & Land Surveying, P.C.

For Lab Project ID

152634

Referencing

40-14-035, Dewey & Driving Park Realignment

Prepared

Tuesday, June 30, 2015

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

A handwritten signature in black ink, appearing to read "K. R. Hansen", is written over a horizontal line.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958



Lab Project ID: 152634

Client: Ravi Engineering & Land Surveying, P.C.

Project Reference: 40-14-035, Dewey & Driving Park Realignment

Sample Identifier: Family Dollar Sign Post, PNT-007

Lab Sample ID: 152634-01

Date Sampled: 6/26/2015

Matrix: Paint

Date Received: 6/26/2015

Lead

<u>Analyte</u>	<u>Result</u>	<u>Units</u>	<u>Qualifier</u>	<u>Date Analyzed</u>
Lead	< 0.0291	%		6/29/2015 19:52

Method Reference(s): EPA 6010C

EPA 3050

Preparation Date: 6/29/2015

Data File: 062915a



Analytical Report Appendix

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GENERAL TERMS AND CONDITIONS

LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

Warranty.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.

Scope and Compensation.

LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order.

Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.

Prices.

Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Limitations of Liability.

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services.

LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results.

All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB.

Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure.

Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling.

Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises.

Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report.

Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples.

LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.

Legal Responsibility.

LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Assignment.

LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.

Force Majeure.

LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.

Law.

This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

1 of 2

179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

CHAIN OF CUSTODY

PARADIGM
ENVIRONMENTAL SERVICES, INC.

Project # 40-14-035
Dewey & Driving Park
Redesign
Rochester New York

Page 5 of 6

REPORT TO:		INVOICE TO:	
CLIENT: Ravi Engineering & Land Survey	CLIENT: Saml	LAB PROJECT ID: 152634	
ADDRESS: 210 S. Clinton Ave	ADDRESS:	Quotation #:	
CITY: Rochester	CITY: NY	State: NY	ZIP: 14618
PHONE:	PHONE:	Email: DDeYoung@Ravieng.com	
ATTN: Dave DeYoung	ATTN:		

Matrix Codes: AQ - Aqueous Liquid NQ - Non-Aqueous Liquid	WA - Water WG - Groundwater	DW - Drinking Water WW - Wastewater	SO - Soil SL - Sludge	SD - Solid PT - Paint	WP - Wipe CK - Caulk	OL - Oil AR - Air
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REQUESTED ANALYSIS										REMARKS	PARADIGM LAB SAMPLE NUMBER
DATE COLLECTED	TIME COLLECTED	COMPOSITE	GRA B	MATRIX	CONTAMINANTS	LEAD	PT	PT	PT		
1 6/26/15			X	Family Dollar sign post						PNT-007	01
2											
3											
4											
5											
6											
7											
8											
9											
10											

Turnaround Time	Report Supplements	
Availability contingent upon lab approval; additional fees may apply.		
Standard 5 day	<input checked="" type="checkbox"/> Batch QC	<input type="checkbox"/> Basic EDD
Rush 3 day	<input type="checkbox"/> Category A	<input type="checkbox"/> NYSDEC EDD
Rush 2 day	<input type="checkbox"/> Category B	<input type="checkbox"/> Other EDD
Rush 1 day	<input type="checkbox"/> Other	
Other please indicate:		

Sampled By: Anthony Hill	Date/Time: 6/26/15
Relinquished By: [Signature]	Date/Time: 6/26/15
Received By: [Signature]	Date/Time: 6/26/15
Received @ Lab By: [Signature]	Date/Time: 6/26/15

Total Cost:

P.I.F.

21°C 6/26/15 16:16



Chain of Custody Supplement

Client: Ravi Engineering
 Lab Project ID: 152634

Completed by: Glenn Peczuło
 Date: 6/26/15

Sample Condition Requirements

Per NELAC/ELAP 210/241/242/243/244

Condition		NELAC compliance with the sample condition requirements upon receipt		
		Yes	No	N/A
Container Type		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments			
Transferred to method-compliant container		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Comments			
Preservation		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Comments			
Chlorine Absent (<0.10 ppm per test strip)		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Comments			
Holding Time		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments			
Temperature		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Comments	21°C		
Sufficient Sample Quantity		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comments			

ATTACHMENT C

Sample Location Plan

LEAD PAINT ASSESSMENT REPORT

***Dewey Avenue and Driving Park Avenue Realignment Project
PIN 4755.55***



Legend

←

Sample

MAP SOURCE:
Google Earth

↑

N

↓

RE

RAVI ENGINEERING
& LAND SURVEYING, P.C.

2110 S. Clinton Avenue
Rochester, New York 14618

LEAD PAINT ASSESSMENT REPORT

DEWEY AVENUE AND DRIVING PARK AVENUE REALIGNMENT PROJECT

PIN 4755.55

CITY OF ROCHESTER, MONROE COUNTY NEW YORK

ATTACHMENT C: SAMPLE LOCATION PLAN

PROJECT NO. 40-14-035	DATE: JANUARY 2015
SCALE: N.T.S.	DRAWING NO: 1