

CONTRACT BIDDING DOCUMENTS

FOR

LEAD ABATEMENT AND RELATED WORK
AT FUTURES INC
(CBDG PROJECT)

BID # 210005



INFORMATION

LEAD ABATEMENT AND RELATED WORK AT FUTURES INC
902 SOUTH QUAKER LANE
WEST HARTFORD, CT 06110
BID #210005

ENVIRONMENTALIST

TRC
21 Griffin Road North
Windsor, Connecticut 06095

PROJECT MANAGER

Luan Ceka, MPA
Community Programs Coordinator

ALL QUESTIONS TO
PURCHASING SERVICES
TAMMY BRADLEY
SENIOR BUYER

All questions must be submitted in writing and mailed to the Purchasing Office emailed to Tammyb@westhartfordCT.gov or faxed to 860-561-7507 at least seven calendar days prior to the date established for the opening of bids. Please do not call the Engineer/ Architect, Project Manager or Purchasing Office with questions.

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DETAILED SPECIFICATIONS FOR LEAD ABATEMENT

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- 1.3 Submittals and Notices
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- 1.5 Materials, Tools and Equipment
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INVITATION TO BID

Sealed bids marked “ **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC BID #210005**” will be received at the office of the Purchasing Division, Room 223, Town Hall, 50 South Main Street, West Hartford, Connecticut until **2:00 on September 30, 2020** at which time they will be publicly opened and read*.

Plans and specifications are available for downloading at www.westhartfordct.gov/bids. Any questions concerning this request for bid shall be addressed to the Purchasing Agent at the address above.

A pre-bid conference will be held on September 17, 2020 at 10:00 AM at Futures Inc., 902 South Quaker Lane, West Hartford, CT at which time questions concerning the project will be answered. Prospective bidders are expected to attend the pre-bid meeting as this will be the only opportunity to verbalize questions relative to this project and view the job site with the Town's project team.

All Bidders must file with their bid a bid bond, certified or treasurer's check in the amount of 10% of the total of the base bid made payable to the Town of West Hartford.

Performance and Labor and Material Payment bonds in the amount of 100% of the contract price will be required of the successful bidder if the contract pursuant to this request for bids exceeds \$50,000.00.

No bid may be withdrawn for a period of ninety (90) days after the opening of bids without the approval and written consent of the Town of West Hartford.

The right is reserved to reject any and all bids, to waive any informalities in the bidding and to make awards in any manner that is the most beneficial to the Town.

Bidders are encouraged to attend the Town's bid opening* at which time the public is afforded an opportunity to record bid prices received in response to the Town's solicitation. Bidders who would like the results of the bid but are unable to attend the bid opening, may check the Town website, www.westhartfordct.gov/gov/departments/purchasing/bid_results a week after the bid opening date. Bidders calling the Purchasing Office for bid results will be referred to the above procedure.

*Due to COVID19, the Town Hall has restricted entry. For this bid, we are allowing for electronic submission along with hard copy submission. All participants must submit both. Hard copy must match electronic submission, the Town maintains the right to reject any bid that does not meet this criteria. Hard copies are to be received in the purchasing office no later than *12:00 noon on October 2, 2020*. They can be mailed or delivered. If delivered, the Town Hall has a number posted at its entry to call for receipt.

Electronic submissions are still required by ***September 30, 2020 at 2:00 PM***. In order to provide an electronic submission you must be registered in our vendor database. Please see the vendor registration instructions. Once registered, you will gain access to the bid and the bid documents. Please follow the prompts when submitting your price structures. If you have questions regarding electronic submission, please do not hesitate to contact Tammy Bradley via email at tammyb@westhartfordct.gov. Bid opening may be hosted via WebEx. Participating bidders will be given a link to join to see bid opening.

TOWN OF WEST HARTFORD
PETER PRIVITERA
PURCHASING AGENT

TO ALL VENDORS DOING BUSINESS WITH WEST HARTFORD.

Please register in our new vendor self service center

Benefits to vendors include:

1. Notification of upcoming bids
2. Ability to see Purchase Orders and Contracts
3. Information regarding payments to you
4. The ability to update your company's information such as phone number and emails
5. The ability to provide us with all of the commodity codes for your company.

Please go to the following site

<https://selfservice.westhartfordct.gov/MSS/Vendors/default.aspx>

- ✓ Create a user name and password for your company. Password must be at least 8 characters and contain a Capital and a lower case letter, a number and a symbol.
- ✓ At the bottom of the page, fill in your vendor number (created by West Hartford) and your tax ID.

Your vendor number is printed on your check above your company name

- ✓ Continue filling in required information. **Do not forget to choose commodity codes. These codes can be found under vendor information. We will notify you of upcoming bids by the codes that you have picked.**
- ✓ In addition, please download a W9 from the resources icon on the upper right hand side of the page.
- ✓ Then scan and add it to the attachments under vendor information.

Please call 860-561-7470 if you have any questions or contact tammyb@westhartfordct.gov.

PROJECT NARRATIVE:

The Town of West Hartford Social Services Division is seeking qualified Lead Abatement Contractors to provide lead abatement and other related work in accordance with the specifications in these Contract Bidding Documents. This project is partially funded with Community Development Block Grant requiring all Davis Bacon regulations to be followed.

Due to funding sources, we are requesting contractors to provide unit pricing for furnishing all labor, materials, equipment and all else whatsoever necessary to perform work described in each numbered item based on details defined in Specifications. Total items shall equal project total. The following is a brief summary of the work separated to identify specific price points.

LEAD ABATEMENT EXTERIOR

Main Building

1. Remaining wooden double-hung window sashes:

- Remove existing bottom sashes. Stabilize paint on parting beads/stops/wells. Install channel guides between the sashes and stops/parting beads/jamb to reduce or eliminate rubbing and friction impact. Channel guides may be one or two-piece systems of vinyl, coil stock or other suitable material to effectively line the window jamb/stop/parting bead channel and sashes to eliminate friction to the painted surfaces.
- Cover the window wells with aluminum coil stock and ensure water can drain through storms.
- Repair glazing as needed and remove any paint on friction sash edges. Encapsulate all interior/exterior window sash components and any exposed painted wooden components. Re-install sashes to properly function.
- Supply and install triple-track storm windows to each sash system.

Alternate 1 A: Replace remaining double-hung window sashes with new wooden double-hung sashes (clad-wrapped) having matching mullion pattern.

Alternate 1 B: Replace remaining double-hung window sashes with new wooden double-hung sashes (NO clad-wrap) having matching mullion pattern.

2. Encapsulate:

- All wooden clapboard and all associated upper and lower trim/fascia/soffits/etc.
- All window casings/trim (All Levels)

- Front Porch/Entry: ceiling/upper trim and moldings; columns/bases
- Rear Porch: Ceiling/upper trim and molding/decor; and columns/bases.
- Final trim and siding color(s) shall match existing. Replace/repair any damaged and/or rotten wooden components with in-kind wood materials to match existing as closely as possible.

Front Porch/Entry

3. Replace wooden lattice and trim with new wooden lattice/trim. Prep/paint to match existing.

Side D. Door System to 2nd Floor

4. Remove/strip paint on door edges, door stops and threshold. Encapsulate interior/exterior door faces. Mechanically fasten weather stripping for a weather-tight seal. Encapsulate casings.

Soil Treatments

5. Cover the following areas with mulch covering:
 - Side D-Dripline of Building
 - Side CID Dripline/Corner of Building

LEAD ABATEMENT INTERIOR-1st FLOOR

Kitchen

6. Replace Door system to Basement; Encapsulate casings (Side D)
7. Encapsulate All Window casings

Stair well to Basement

8. Enclose Stair treads/risers with ext-grade plywood and/or non-slip rubber flooring. Include installation of bull nose.

Hallway between Conference Room and Office 1

9. Encapsulate Door casings (Side C)

Office 1

10. Replace Door systems; Encapsulate casings (2 Total, Sides A/D)
11. Encapsulate All window sills

Conference Room

12. Encapsulate All Wall baseboards and window casings/sills
13. Replace Doors 1 and 2 (2 Total, Side A)

Front Entry

- 14. Encapsulate: Side D Door casings and Stair undersides
- 15. Replace Door system (Door 2, Side A)

INTERIOR-2nd FLOOR

Office 2

- 16. Replace Side B Door system. Encapsulate Side C door casings

Office 4

- 17. Encapsulate All Window casings/sills
- 18. Replace Door system; Encapsulate casings (Side 8)

Front Entry

- 19. Replace Door system to Attic (Side C)
- 20. Replace Doors to Offices and Hall 2 (2 Total, Side C)

Hallway 2

- 21. Encapsulate All Wall baseboards and Door casings
- 22. Replace Door system to storage closet (Side A1)

Bathroom 2

- 23. Replace Door system (Side D)

Office 3

- 24. Replace Door system (Side D)
- 25. Encapsulate All Wall baseboards

Office 5

- 26. Replace Door systems (2 Total, Side A)

Office 6

- 27. Replace Door systems (2 Total, Sides A&B)

28. Encapsulate All Window sills

LEAD ABATEMENT COST CLEARANCE/WASTE CHARACTERIZATION

29. Cost to retain licensed lead consultant to perform appropriate clearance visuals and dust wipe sampling.

30. Cost to collect, submit and analyze TCLP waste characterization sample.

31. TOTAL BASE COST (not including Alternates)

Further details identified in Specifications for Lead Abatement section of bidding documents.

Notes: "Encapsulation": All gaps/seams shall be sealed using appropriate int/ext caulking, and any damaged substrates shall be replaced prior to any interior/exterior work. "Door System": Refers to removal of all friction door components (door/jamb/stop/threshold/etc.)

Warranty: One year on parts and labor or manufacturer's warranty whichever is greater.

All work must conform to all Federal, State and Local codes.

Building Permits are required and will be the responsibility of the contractor. Fee is waived.

Bid of _____, BIDDER,
(Name of Bidder)

FOR **“LEAD ABATEMENT AND RELATED WORK AT FUTURES INC BID #210005”** FOR THE TOWN
OF WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford
Peter Privitera, Purchasing Agent
Purchasing Services

The undersigned proposes to furnish all labor, materials and equipment, and to perform all work described in the Contract Bidding Documents for **“LEAD ABATEMENT AND RELATED WORK AT FUTURES INC Bid #210005”** in accordance with the Contract Bidding Documents for the amounts shown herein under Schedule of Bids.

Receipt acknowledged of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any Bid.

It is further understood and agreed that this Bid shall be irrevocable for ninety (90) calendar days after Bid receipt date.

Contractors shall submit with their bid:

1. Bid Forms
2. Insurance and indemnification agreement
3. Bonds
4. Certification of non-segregated facilities*
5. Certification regarding equal employment*
6. Non-collusion affidavits*
7. And, if applicable, (50 or more employees and \$50,000 in contracts), an Affirmative Action Plan*

*Form Provided

SCHEDULE OF BIDS

Due to funding sources, we are requesting contractors to provide unit pricing for furnishing all labor, materials, equipment and all else whatsoever necessary to perform work described in each numbered item in the Scope of Work. Total items shall equal project total.

1. **Base Bid Item No. 1** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #1** *Remaining wooden double-hung window sashes* for the lump sum of _____ Dollars (\$ _____)
2. **Base Bid Item No. 2** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #2** *Encapsulating* for the lump sum of _____ Dollars (\$ _____)
3. **Base Bid Item No. 3** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #3** *Front Porch/Entry* for the lump sum of _____ Dollars (\$ _____)

4. **Base Bid Item No. 4** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #4** *Side D. Door System to 2nd Floor* for the lump sum of _____ Dollars (\$ _____)
5. **Base Bid Item No. 5** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #5** *Soil Treatments* for the lump sum of _____ Dollars (\$ _____)
6. **Base Bid Item No. 6** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #6** *Kitchen: Replace Door system* for the lump sum of _____ Dollars (\$ _____)
7. **Base Bid Item No. 7** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #7** *Kitchen: Encapsulate All Window casings* for the lump sum of _____ Dollars (\$ _____)

8. **Base Bid Item No. 8** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #8** *Stairwell to Basement* for the lump sum of _____ Dollars (\$ _____)
9. **Base Bid Item No. 9** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #9** *Hallway between Conference room and Office 1. Encapsulate* for the lump sum of _____ Dollars (\$ _____)
10. **Base Bid Item No. 10** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #10** *Office 1: Replace Door systems* for the lump sum of _____ Dollars (\$ _____)
11. **Base Bid Item No. 11** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #11** *Office 1: Encapsulate All window sills* for the lump sum of _____ Dollars (\$ _____)

12. **Base Bid Item No. 12** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #12** *Conference Room:*

Encapsulate All Wall baseboards and window casings/sills for the lump sum of _____
Dollars (\$ _____)

13. **Base Bid Item No. 13** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #13** *Conference Room: Replace*

Doors 1 and 2 (2 Total, Side A) for the lump sum of _____
Dollars (\$ _____)

14. **Base Bid Item No. 14** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #14** *Front Entry: Encapsulate:*

Side D Door casing and Stair undersides for the lump sum of _____
Dollars (\$ _____)

15. **Base Bid Item No. 15** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #15** *Front Entry: Replace Door*

system (Door 2, Side A) for the lump sum of _____
Dollars (\$ _____)

16. **Base Bid Item No. 16** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #16** *Office 2: Replace Side B Door system. Encapsulate Side C door casings* for the lump sum of _____ Dollars (\$ _____)
17. **Base Bid Item No. 17** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #17** *Office 4 Encapsulate All Window casings/sills* for the lump sum of _____ Dollars (\$ _____)
18. **Base Bid Item No. 18** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #18** *Office 4 Replace Door system; Encapsulate casinos (Side 8)* for the lump sum of _____ Dollars (\$ _____)
19. **Base Bid Item No. 19** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #19** *Front Entry Replace Door system to Attic (Side C)* for the lump sum of _____ Dollars (\$ _____)

20. **Base Bid Item No. 20** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #20** *Front Entry Replace Doors to Offices and Hall 2 (2 Total, Side C)* for the lump sum of _____ Dollars (\$ _____)

21. **Base Bid Item No. 21** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #21** *Hallway 2 Encapsulate All Wall baseboards and Door casings* for the lump sum of _____ Dollars (\$ _____)

22. **Base Bid Item No. 22** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #22** *Hallway 2 Replace Door system to storage closet (Side A)* for the lump sum of _____ Dollars (\$ _____)

23. **Base Bid Item No. 23** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #23** *Bathroom 2 Replace Door system (Side D)* for the lump sum of _____ Dollars (\$ _____)

24. **Base Bid Item No. 24** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #24** *Office 3 Replace Door system (Side D)* for the lump sum of _____ Dollars (\$ _____)

25. **Base Bid Item No. 25** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #25** *Office 3 Encapsulate All Wall baseboards* for the lump sum of _____ Dollars (\$ _____)

26. **Base Bid Item No. 26** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #26** *Office 5 Replace Door systems (2 Total, Side A)* for the lump sum of _____ Dollars (\$ _____)

27. **Base Bid Item No. 27** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #27** *Office 6 Replace Door systems (2 Total, Sides A&B)* for the lump sum of _____ Dollars (\$ _____)

28. **Base Bid Item No. 28** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #28** *Office 6 Encapsulate All Window sills* for the lump sum of _____ Dollars (\$ _____)

29. **Base Bid Item No. 29** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #29** *Clearance and Waste Characterization; Cost to retain licensed lead consultant to perform appropriate clearance visuals and dust wipe sampling* for the lump sum of _____ Dollars (\$ _____)

30. **Base Bid Item No. 30** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC item #30** *Clearance and Waste Characterization: Cost to collect, submit and analyze TCLP waste characterization sample* for the lump sum of _____ Dollars (\$ _____)

31. **Base Bid Item No. 31** for furnishing all labor, materials, equipment and all else whatsoever necessary to perform all work described in the Scope of Work of the Contract Bidding Documents for the complete **LEAD ABATEMENT AND RELATED WORK AT FUTURES INC items #1-30 (TOTAL BASE COST (not including Alternates):** for the lump sum of _____ Dollars (\$ _____)

CONTRACT TIME

The undersigned Bidder will accomplish all Work required by the Contract Bidding Documents and work must be coordinated with the occupant's as not to interfere with their normal business routine and is substantial completion by **November 15, 2020** and expected to have final completion by **November 30, 2020**.

BIDDER QUALIFICATIONS

A: If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of _____, having its principal office at _____.
The Principal officers of said Corporation, with their titles and addresses, are as follows:

All persons interested in the Bid as principals are to be named above.

B. Bid must be accompanied by either a certified check, treasurer's check or a Bid Bond, as provided in the Invitation to Bid. If a check is enclosed herein, fill out the following:

_____ (Name of Bank)	_____ (Address of Bank)	_____ (Amount of Check)
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- C. Attached hereto are two forms entitled "Summary of Work History". The Bidder is required to complete Form 1 and 2.
- D. The Bidder is required to submit a Certificate of Insurance in amounts and types specified in the Indemnification and Insurance Exhibit or provide a letter from the Bidder's insurance agent or broker that such insurance is obtainable at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.
- E. Contract award will be by the Town. The parties shall enter into an Agreement in substantially the same form as the attached subject to technical and other modifications as the parties mutually agree. A purchase order shall be issued by the Town subsequent to the execution of the Agreement.
- F. The Contractor by executing this Bid agrees and represents that no person acting for or employed by the Town of West Hartford is directly or indirectly interested in the Bid or proposed Agreement or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Owner.
- G. The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of West Hartford.
- H. The Contractor shall employ a full time, on-the-job Project Superintendent as his representative.
- I. The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all rights, titles and interest in all causes of action it may have under Section 4 of the Clayton Act., 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended, arising out of the purchase of services, property, or intangibles of any kind pursuant to the Agreement, or Subcontracts thereunder. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Agreement, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agrees promptly to notify the Purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.
- J. The Bidder is aware of and agrees that, if awarded an Agreement, he is bound by the indemnification language defined in the Indemnification and Insurance Exhibit.

- K. Work must be coordinated with the occupant's as not to interfere with their normal business routine and is expected to have Substantial completion by November 15, 2020 and final completion by November 30, 2020. The Contractor shall pay the Owner liquidated damages in the amount of Three Hundred Dollars (\$300.00) per calendar day, which sum is hereby agreed upon, and shall be assessed not as a penalty, but as liquidated damages which the Owner shall suffer by reason of such default. The Owner and Contractor shall acknowledge that failure to effect substantial completion as noted above will precipitate inconvenience and disruption. The Owner and Contractor shall acknowledge that such damages are uncertain or difficult to prove and that the amounts established herein are reasonable assessment of these damages.

BIDDER:

COMPANY

Bidder must sign. Failure to provide an original signature will result in rejection of the bid.

®

SIGNATURE BY DULY AUTHORIZED
(SEAL)

PRINT OR TYPE NAME

The bidder agrees that by affixing their signature to this request for bids, the authorized signatory grants approval to the Town of West Hartford to obtain third party credit reports for the purpose of assessing the financial capacity of the business entity tendering such bid to the Town.

TITLE

DATE

ADDRESS

TELEPHONE

FAX #

E-MAIL

VENDOR FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE

If you are not registered with the Town of West Hartford, please go to www.westhartfordct.gov/gov/departments/purchasing/vendor_registration.asp and select register. Only registered vendors can be awarded the contract.

TO: Town of West Hartford
Peter Privitera
Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Privitera:

In accordance with page 19, Paragraph D of the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the Insurance Exhibit.

Signature
Authorized Agent or Broker

Indemnification and Insurance Exhibit
Contractor Services w/Env-Hzmt
CDBG Lead Abatement

For purpose of this Exhibit, the term "Contractor" shall also include their respective officers, agents, representatives, employees, and contractors of any tier; and the term "Town of West Hartford and West Hartford Board of Education" (hereinafter called the "Town") shall include their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers.

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of West Hartford and West Hartford Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract .
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, or their respective agencies.
- C. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, losses, damages, costs (including, without limitation, reasonable attorney's fees), compensations, penalties, fines, liabilities or judgments, on account of or in connection with any death of person or injury, loss or damage to any person, property, or to the environment, arising out of the activity of the type contemplated by this Contract, whether or not said activity complies strictly with the requirements of this Contract and, arises out of or in connection with;
 - a. the violation or breach, by any employee or person acting on behalf of the Contractor of any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or any provision or requirement of the Contract dealing with hazardous substances or protection of the environment; or
 - b. the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee or person acting on behalf of the Contractor; or
 - c. the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the Contractor or persons acting on the Contractor's behalf.
- D. This duty to indemnify shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.
2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town.
3. All policies (with the exception of Worker's Compensation) shall be endorsed to include the Town of West Hartford, West Hartford Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
4. When the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

1. **Commercial General Liability:** \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
2. **Automobile Liability and Physical Damage Coverage:** \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage.
3. **Umbrella Liability:** \$5,000,000 each occurrence / \$10,000,000 aggregate, following form.
4. **Workers' Compensation and Employer's Liability:** Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$1,000,000 each accident, \$1,000,000 disease/policy limit, \$1,000,000 disease/each employee.

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

5. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

6. **Contractor's Pollution Coverage:** \$3,000,000 each occurrence **project specific limit** / \$6,000,000 aggregate dedicated to work performed under this Contract only, unless otherwise approved by the Town's Risk Manager. Policy must specifically include pollution coverage for bodily injury, property damage, cleanup costs, disposal costs, non-owned disposal sites, defense costs, contractual liability and completed operations for all work performed by or on behalf of the Contractor under the Contract. Exclusions or limitations affecting work performed must be deleted. Policy form must be "pay on behalf of rather than "indemnity" and insurance company must have the "right and duty" to defend. The policy shall not contain any provision or definition that would serve to eliminate third party action over claims for employees of the Contractor. Policy shall state that insolvency or bankruptcy of the insured or the insured's estate will not relieve the insurance company of its obligations. The Contractor shall maintain completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
7. **Hazardous Waste Transporter Coverage:** The Contractor shall have automobile liability coverage written for not less than \$1,000,000 each accident or as specified in the Motor Carrier Act of 1980, whichever coverage is greater. The policy shall include an Amended Pollution Exclusion to cover loading, unloading and transportation activities including hauling of waste to the final disposal location and a Non-Owned Disposal Site Endorsement (claims-made) with the scheduled landfill, or provide evidence of insurance from disposal site operator. **Policy shall be endorsed to include the MCS-90 endorsement and the reimbursement provision of the MCS-90 endorsement will be borne by the Contractor.** The Contractor must submit to the Town a list of transfer and disposal sites to be used, along with the waste manifest provided by the disposal facility identifying ability to accept the type of waste being delivered and limits of financial responsibility, including closure/post closure bonds. Contractor must comply with all applicable D.O.T. and E.P.A. requirements.
8. **Pollution Legal Liability (claims-made):** \$3,000,000 each loss / \$3,000,000 aggregate. Policy shall provide pollution coverage for sudden and non-sudden occurrences resulting in on-site and off-site bodily injury, property damage, cleanup costs and defense costs arising out of the consolidation, transfer, storage or disposal of waste by the Contractor or others contemplated by this Contract.

C. Additional Terms

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

2. Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
3. Subcontractors: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
4. Premiums, Deductibles and Other Liabilities: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.
5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be

primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town.

6. Claims-made Form: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
7. Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall waive their rights of recovery or subrogation against the Town.
8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town for losses which otherwise would have been covered by said policies.
9. Cancellation Notice: Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium.
10. Compliance: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract

LABOR REQUIREMENTS

This project is partially funded by the Community Development Block Grant (CDBG) therefore Davis Bacon requirements shall be enforced.

Contractors shall submit with their bid:

1. Bid Forms
2. Insurance and indemnification agreement
3. Bonds
4. Certification of non-segregated facilities*
5. Certification regarding equal employment*
6. Non-collusion affidavits*
7. and, if application (50 or more employees and \$50,000 in contracts), an Affirmative Action Plan*

*Forms provided

PREVAILING WAGE RATES

The Contractor shall certify in writing and under oath to the Labor Commissioner the pay scale to be used by the Contractor and any Subcontractors. The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than FOUR HUNDRED thousand dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars. The Contractor shall fully comply with all provisions of Connecticut General Statutes (CGS) 31-53 and shall be subject to such sanctions mandated for violations of said Public Act.

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in CGS 31-53 shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

The contractor shall not be paid in accordance with the payment provisions of these Contract Bidding Documents unless the contractor is in full compliance with the mandates of CGS 31-53.

Bidders are further advised that if the initial consideration due and payable pursuant to the Contract exceeds the mandatory limits at which prevailing wages rates are required, then the contractor and any subcontractors shall pay the appropriate prevailing wages retroactive to the date of commencement of work on the project. The contractor shall not receive any additional compensation from the Owner as a result of an occurrence of the aforementioned event.

"General Decision Number: CT20200021 07/10/2020

Superseded General Decision Number: CT20190021

State: Connecticut

Construction Type: Building

County: Hartford County in Connecticut.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/21/2020
3	04/03/2020
4	04/24/2020
5	05/01/2020
6	05/08/2020
7	05/15/2020
8	05/22/2020
9	06/05/2020
10	07/03/2020
11	07/10/2020

ASBE0033-002 06/01/2019

Rates

Fringes

HEAT & FROST INSULATOR (Includes Duct, Pipe and Mechanical Systems).....	\$ 40.21	30.99
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BRCT0001-001 01/06/2020

	Rates	Fringes
BRICKLAYER.....	\$ 35.71	33.31

BRCT0001-002 01/07/2019

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER....	\$ 35.71	33.31

BRCT0001-005 01/06/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.71	33.31

CARP0326-024 05/04/2020

	Rates	Fringes
FLOOR LAYER: Carpet Only.....	\$ 34.53	25.64

CARP0326-025 05/04/2020

	Rates	Fringes
FLOOR LAYER: Hardwood Floors Only.....	\$ 34.53	25.64

CARP0326-027 05/04/2020

	Rates	Fringes
CARPENTER (Scaffold Builder).....	\$ 34.53	25.64

CARP0326-028 05/04/2020

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 34.53	25.64

ELEC0035-014 06/01/2020

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 40.25	3%+29.17

ELEV0091-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 55.12	34.765

ENGI0478-004 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Backhoe/Excavator/Trackhoe).....	\$ 42.11	25.30

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

ENGI0478-005 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer)		
Finegrade (Slopes, Shaping, laser or GPS, etc.).....	\$ 41.32	25.30
Rough Grade Dozer.....	\$ 39.95	25.30

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

ENGI0478-012 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane under 100 ton rated capacity)).....	\$ 41.32	25.30

When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the

holiday.

ENGI0478-016 04/05/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader - 7 cubic yards or over).....	\$ 42.45	25.30

PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

IRON0015-010 06/01/2020

	Rates	Fringes
IRONWORKER (Reinforcing, Structural, Ornamental).....	\$ 36.67	37.62

LAB00230-001 04/05/2020

	Rates	Fringes
LABORER Common or General.....	\$ 31.00	22.15
Mason Tender- Cement/Concrete.....	\$ 31.50	22.15

PAIN0011-014 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 39.18	22.55

PAIN0011-021 06/01/2020

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 35.62	22.55

PAIN0011-023 06/01/2020

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 36.37	22.55

PLUM0777-001 06/01/2020

	Rates	Fringes
PLUMBER.....	\$ 44.63	32.95

PLUM0777-003 06/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 44.63	32.95

PLUM0777-004 06/01/2020

	Rates	Fringes
PLUMBER (HVAC Pipe Installation).....	\$ 44.63	32.95

* ROOF0009-001 06/01/2020

	Rates	Fringes
ROOFER		
Composition.....	\$ 38.40	21.89
Slate and Tile.....	\$ 38.90	21.89

SFCT0669-002 04/02/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.92	26.08

SHEE0040-001 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Unit Installation).....	\$ 38.90	39.46

SHEE0040-002 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Metal Flashing and HVAC Duct Installation Only).....	\$ 38.90	39.46

SHEE0040-008 07/01/2020

	Rates	Fringes
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 38.90	39.46

TEAM0677-001 04/05/2020

	Rates	Fringes
TRUCK DRIVER (Dump Truck).....	\$ 30.08	25.79

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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"

NOTICE ON EQUAL ACCESS
Regardless of Sexual Orientation,
Gender Identity, or Marital Status for
HUD's Community Planning and Development Programs

The Town of West Hartford receives funding from the U.S. Department of Housing and Urban Department's (HUD) Office of Community Planning and Development (CPD) and MUST comply with the following REQUIREMENTS:

- Determine your eligibility for assistance regardless of your sexual orientation, gender identity, or marital status, and must not discriminate against you because you do not conform to gender or sex stereotypes (i.e., because of your gender identity);
- Grant you equal access to CPD programs or facilities consistent with your gender identity, and provide your family with equal access;
- MUST NOT ask you to provide anatomical information or documentary (like your ID), physical, or medical evidence of your gender identity; and
- Take non-discriminatory steps when necessary and appropriate to address privacy concerns raised by any residents or occupants, including you.

If you think this program has violated any of these requirements, including any denial of services or benefits, **contact your local HUD office for assistance with alleged violations of HUD program regulations. Local offices can be found at:**

http://portal.hud.gov/hudportal/HUD?src=/program_offices/field_policy_mgt/localoffices

If you believe you have experienced housing discrimination because of race, color, religion, national origin, disability, or sex, including discrimination because of gender identity, contact 1-800-669-9777 or file a written complaint with HUD at: www.hud.gov "file a discrimination complaint". Persons who are deaf, hard of hearing, or have speech impairments may file a complaint via TTY by calling the Federal Information Relay Service at (800) 877-8339.

To better understand HUD's requirements, the following definitions apply:

- **Sexual orientation** means one's emotional or physical attraction to the same and/or opposite sex (e.g. homosexuality, heterosexuality, or bisexuality).
- **Gender identity** means the gender with which a person identifies, regardless of the sex assigned to that person at birth and regardless of the person's perceived gender identity.
- **Perceived gender identity** means the gender with which a person is perceived to identify based on that person's appearance, behavior, expression, other gender related characteristics, or sex assigned to the individual at birth or identified in documents.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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 29 CFR 5.5(a)(1)(iv); 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 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD 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 HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much 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, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or 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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

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

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

(c) The weekly submission of a 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 subparagraph A.3.(ii)(b).

(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 subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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 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 29 CFR Part 5 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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

PLEASE SUBMIT WITH BID

SECTION 00302

1. **Certification of Non Segregated Facilities**
2. **Certification of Bidder Regarding Equal Employment Opportunity**
3. **Certification of Proposed Subcontractor(s) Regarding Equal Employment Opportunity (if applicable)**
4. **Non-Collusion Affidavit of Prime Bidder**
5. **Non-Collusion Affidavit of Subcontractor (if applicable)**
6. **Affirmative Action Plan (Each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments).**
 - a. **Instruction for filling out an affirmative action plan (if required)**
 - b. **Section 3 requirements**

PLEASE SUBMIT WITH BID

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____

By: _____

Official Address: _____

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY****INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes ☐ No ☐ (If yes, identify the most recent contract.)
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes ☐ No ☐ (If yes, identify the most recent contract.)
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ☐ No ☐ None required ☐
4. If answer to item 3 is "No," please explain in detail on reverse side of the certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please type or print)_____
Signature_____
Date

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

(Name of Prime Contractor)

INSTRUCTIONS

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

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits were to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

Subcontractor's Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes _____ No _____
2. Compliance reports are required to be filed in connection with such contract or subcontract. Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes _____ No _____ None Required _____
4. If the answer to item 3 is "no" please explain in detail on reverse side of the certification.

Certification - the information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please type or print)

Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut

County of Hartford

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____ the Bidder that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of West Hartford, owner, or any person interested in the proposed contract.
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

(Title)

Subscribed and sworn to before me this _____ day of _____, 2011.

_____, My Commission expires: _____

(Title)

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of) Connecticut

County of) Hartford

_____, being first duly sworn, deposes and says that:

1. He/She is _____ of _____ hereinafter referred to as the "Subcontractor"; He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ contract pertaining to the Project in *West Hartford, Connecticut*:
2. Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;
3. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices on said Subcontractor's Proposal, or to fix an overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of West Hartford, Owner _____, or any person interested in the proposed Contract:
4. The price or prices quoted in the Subcontractor's Proposal attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Signed _____

Title _____

My Commission expires: _____

INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN

1. DIRECTION OF ACTION ACTIVITY

The "Plan" is designed to include in the workforce groups from the Labor Market Area, PMSA including Whites, Blacks, Spanish-Americans, Orientals, American Indians and other groups which have been discriminated against on the basis of Race, Color, Religion, Sex or National Origin.

The Program includes all employment activities, including but not limited to hiring, firing, promotion, compensation, and other terms privileges and conditions of employment.

The Program should also provide for upward mobility for those individuals who have because of Race, Color, Religion, Sex or National Origin been relegated to low paying jobs.

2. EQUAL EMPLOYMENT OFFICER

This person must be sensitive to varied ways in which discrimination limits job opportunities and be committed to program goals and have sufficient status and ability to work with others in the company. He should have direct access to the Chief Executive.

This person will be responsible for implementation and monitoring of this plan.

3. RECRUITMENT EFFORTS

a. Advertising

Newspapers - All advertisements shall include the use of the Equal Opportunity slogan, and all ads depicting persons shall depict persons of majority and minority groups.

Copies of all advertising material should be kept on file by the applicant to show how the Affirmative Action Plan has been implemented.

(1) Communication Media

Describe use of communications media, stating name of newspaper, radio or TV stations, identifying as to whether Majority, Minority or both in circulation or audience and stating the approximate frequency and size/time of ad to be placed.

b. Community / Minority Organizations

In smaller communities where there are no formal communications media in the minority community, special outreach efforts must depend upon community contacts.

Name community groups whom you expect to contact, give racial/ethnic identification of each, and state the nature of anticipated contact (mail or visit) and approximate frequency of contact. Enclose copies of any letters to be sent.

Strong contact can be made by meeting the leader of the group. Churches, social, civic and fraternal organizations and labor unions are useful. Small businesses such as barber shops, beauty parlors, and shoe repair shops may be utilized for distribution of brochures and other material. Personnel departments of major employers such as industrial plants or local, state or federal government agencies may help disseminate housing information.

Other - Specify colleges, high schools, employment agencies to be contacted and method.

4. INTERNAL DISSEMINATION

All staff, professional and clerical should be instructed in writing as well as orally that it is the policy of the applicant to obey all applicable Equal Employment Laws, to refrain from discriminating regarding any application for employment on the basis of Race, color, Religion, Sex or National Origin, and affirmatively promote Equal Employment. Each member of the staff should be furnished a copy of Executive Order 11246, Title VII, 1964 Civil Rights Act (as amended 1972), the staff should also be aware of all applicable State Laws, and Local Ordinances.

- a. Training sessions - specify who will be involved and how often sessions will be held.
- b. Training format - copy instructions given to all employees.

- c. Materials posted - describe what materials will be posted, and where they will be posted.

5. UNIONS/SUBCONTRACTORS/VENDORS (NOT APPLICABLE TO AGENCIES)

To insure this Affirmative Action Plan remains credible requires the assistance of Unions/Subcontractors/Vendors used. They must be knowledgeable of your intent to comply with the Law, and your Company/Agency position.

- a. Specify - List by Company those Subcontractors/Vendors you plan to use. If they are Minority owned (51%) so specify.
- b. Communication - List method and type of communications forwarded that implements this plan.
- c. If you are requiring an Affirmative Action Plan from your Subcontractors / Vendors, indicate who has complied and what dollar amount you have set. The Federal requirement are that each government contractor with 50 or more employees and \$50,000.00 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments. This aspect of the plan indicates outreach and commitment to the theme of Equal Opportunity.

6. PRESENT STAFF ANALYSIS

This is the first step toward defining your specific affirmative action goals. This format indicates your under-utilization and show areas where affirmative action must be taken in order to correct these negatives.

7. PROJECTIONS (GOALS AND TIMETABLES)

Any serious program requires setting measurable goals and reasonable timetables for achieving them. These goals have the objective of eliminating employment discrimination and effects of past discrimination. These goals should consider turnover, attrition, expansion or contraction, etc.

INSTRUCTIONS FOR FILING AN AFFIRMATIVE ACTION PLAN**AFFIRMATIVE ACTION PLAN**

APPLICANT'S NAME	ADDRESS	ZIP CODE
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NAME AND LOCATION OF PROJECT	TOTAL DOLLAR AMOUNT
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DIRECTION OF ACTION PLAN

Title VII of Civil Rights Act of 1964, as amended in 1972 prohibits discrimination because of Race, Color, Religion, Sex, National Origin in all employment practices including hiring, firing, promotion, compensation and other terms, privileges and condition of employment.

1. State what groups in your judgment are underutilized in your working staff presently:

2. Equal Opportunity Officer (Name, Address, Phone, Title)

3. Recruitment efforts (state name, address, phone, organization, contact person)

Newspapers (approximate frequency and use)

Radio/TV (approximate frequency and use)

Community/Minority Organizations (describe method of contact - phone, mail, visit)

Other

4. INTERNAL DISSEMINATION

Training sessions (who is involved, how often held)

Training format (Describe training given to all employees regarding implementation of Equal Employment Laws and this AAP)

Materials to be posted

5. UNIONS/SUB-CONTRACTORS/VENDORS USED

Specify: (If Minority, so indicate) (Include Dollar Amount)

Communications (Company's Equal Opportunity Policy forwarded)

Is there an AAP required of subcontractors/vendors? (If so, specify who compiled and dollar amount)

6. PRESENT STAFF ANALYSIS

An Affirmative Action Plan must be tailored to the circumstances which apply to the Applicant, Sponsor, or Contractor, their Locality, their Area Labor Market Conditions and all the operations (Federal and Non Federal) in which they are involved. (Chapter 14, Page 18 8000.6 Contract Compliance Handbook Executive Order 11246)

	WHITE	BLACK	SPANISH-SURNAMED	MALE	FEMALE
PROF					

ADMIN.

CLERICAL

WORKFORCE

JOURNEYMAN

HELPER

APPRENTICE

TRAINEE

7. PROJECTIONS – NUMBER AND PER CENT

MONTHLY PROJECTION

[illegible]

J - JOURNEYMAN

H - HELPER

AP - APPRENTICE

T - TRAINEE

8. List previous federal contracts involved in and success in achieving Equal Employment Opportunity.

9. Please describe other efforts planned as part of your outreach efforts not adequately covered by this form.

SECTION 3

135.20 ASSURANCE OF COMPLIANCE WITH REGULATIONS

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1963 as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

"Lower income residents of the project area" means any individual who resides within the area of a section 3 covered project and whose family income does not exceed 90 percent of the median income in the Standard Metropolitan Statistical Area (or the county if not within an PMSA) in which the section 3 covered project is located.

The parties to this contract will comply with the provisions of said section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workman's representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient and federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR part 135. The contractor will not subcontract with any subcontractor where it has knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement on ability to comply with requirements on the regulations.

Compliance with provisions of section 3, the regulations set forth in 24 CFR part 135 and all applicable rules and orders of the department issued thereunder prior to the execution of the contract shall be a condition of the federal financial assistance provided to the project binding upon the applicant or requirement for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided and to such sanctions as are specified by 24 CFR part 135.

-prior to contract award the contractor shall be required to submit a preliminary statement of work force requirements (skilled, semi-skilled, unskilled labor and trainees by category) to the Town's Materials Administration Department.

-the contract shall identify efforts to be used in recruiting Section 3 lower-income residents to meet work force requirements.

-the contractor shall identify efforts to be used in utilizing small businesses located in the project area or owned in substantial part by persons residing in the project area.

-the contractor shall identify proposed subcontractors and businesses to be used and estimated related dollar values.

-upon request by the Town, the contractor shall submit information regarding the number of Section 3 lower-income residents employed and the dollar value associated with contracts and business with Section 3 area businesses.

CERTIFICATION

I, _____, of _____ (the Contractor),
certify that: I shall comply with all obligations stated in Section 3 above.

Signature

Date



Specifications for: Lead Hazard Abatement

Submitted: June 23, 2020

A handwritten signature in black ink, appearing to read "Anthony Minalga".

Anthony Minalga, HHS
Lead Planner/Project Designer
Senior Project Manager

A handwritten signature in black ink, appearing to read "Elise Barrieau".

Elise Barrieau, HHS
Lead Inspector/Risk Assessor

**902 South Quaker Lane,
West Hartford, Connecticut**

Prepared For:

Futures Inc.
West Hartford, Connecticut

Prepared By:

TRC
21 Griffin Road North
Windsor, Connecticut 06095

TRC: 401015.0001

TRC#: 401015.0001



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1.0 Specifications for Lead Abatement

PART I: GENERAL

1.1 Description/Scope of Work

The work specified herein covers the abatement of Lead Based Paint (LBP) hazards identified at the subject property. These specifications were designed by TRC Environmental Corporation of Windsor, CT (referred to in this plan as TRC). This project is co-funded by Futures Inc. (referred to in these Specifications as "Owner") and the Town of West Hartford (Town). The contractor shall be responsible to retain the services of a licensed lead consultant to perform clearance visuals, dust wipe and waste stream sampling as needed.

Full permanent abatement control strategies have been specified. The work shall be performed by a licensed CTDPH Lead Abatement Contractor, utilizing personnel certified as CTDPH lead supervisors/ workers in accordance with CTDPH (20-478-1 through 3). All work shall also be performed in accordance with applicable OSHA and HUD regulations/guidelines, as well as personnel certified in the EPA's Lead Based Paint Renovation, Repair and Painting Program. The contractor is also responsible for code compliance, all required permits, and the use of appropriately licensed tradesmen. The execution of this work shall comply with all applicable local building code requirements, and follow standards referenced in, but not limited to, the current versions of the Uniform Federal Accessibility Standards (UFAS), the National Fire Protection Association (NFPA), as well as the International Code Council's (ICC®) current versions of: International Building Code®, International Residential Code®, International Existing Building Code®, International Mechanical Code®, and International Fire Code®. The Contractor shall ensure renovator's activities concerning mold and moisture remediation be performed following guidance referenced in the USEPA's 402-K-01-001 Mold Remediation in Schools and Commercial Buildings (2008), and the New York City's Department of Health's Assessment and Remediation of Fungi in Indoor Environments (2008).

The Contractor shall verify all quantities, locations and conditions involving this work particular to the subject property in preparation of bid submission. Full access to the site will be granted from the Owner during the bid walk process for this purpose. Prior to work, the Owner shall be responsible for eliminating any conditions that prohibit the proper completion of work activities. The Contractor shall notify Owner and Town the intended start date of the project.

The Contractor shall restore all work areas and auxiliary areas utilized during work to conditions equal to or better than original. Any damage caused during the performance of work activities shall be repaired by the Contractor at no additional expense to Owner/Town. The Contractor shall meet the re-occupancy testing criteria in each work area as specified in the U.S. HUD, "Revised Dust Action Levels for Risk Assessment and Clearance; Clearance of Porch Floors" (Policy Guidance #2017-01 Rev1).

Sales tax is to be included as applicable, unless the property is owner-occupied and/or consists of three units or less. If the property is investor-owned, sales tax should be applied. Refer to the State of Connecticut's "Building Contractors' Guide to Sales and Use Taxes" which can be found at: [https://portal.ct.gov/-/media/DRS/Publications/pubsip/2018/IP-2018\(2\).pdf?la=en](https://portal.ct.gov/-/media/DRS/Publications/pubsip/2018/IP-2018(2).pdf?la=en)

A. LEAD ABATEMENT	COST
EXTERIOR	
Main Building	
<p>1. <u>Remaining wooden double-hung window sashes:</u></p> <ul style="list-style-type: none"> Remove existing bottom sashes. Stabilize paint on parting beads/stops/wells. Install channel guides between the sashes and stops/parting beads/jambs to reduce or eliminate rubbing and friction impact. Channel guides may be one or two-piece systems of vinyl, coil stock or other suitable material to effectively line the window jamb/stop/parting bead channel and sashes to eliminate friction to the painted surfaces. Cover the window wells with aluminum coil stock and ensure water can drain through storms. Repair glazing as needed and remove any paint on friction sash edges. Encapsulate all interior/exterior window sash components and any exposed painted wooden components. Re-install sashes to properly function. Supply and install triple-track storm windows to each sash system 	
<p><i>Alternate 1A: Replace remaining double-hung window sashes with new wooden double-hung sashes (clad-wrapped) having matching mullion pattern</i></p>	
<p><i>Alternate 1B: Replace remaining double-hung window sashes with new wooden double-hung sashes (NO clad-wrap) having matching mullion pattern</i></p>	
<p>2. <u>Encapsulate:</u></p> <ul style="list-style-type: none"> All wooden clapboard and all associated upper and lower trim/fascia/soffits/etc. All window casings/trim (All Levels) <u>Front Porch/Entry:</u> ceiling/upper trim and moldings; columns/bases <u>Rear Porch:</u> Ceiling/upper trim and molding/décor; and columns/bases <p><i>Final trim and siding color(s) shall match existing. Replace/repair any damaged and/or rotten wooden components with in-kind wood materials to match existing as closely as possible.</i></p>	
<p>3. <u>Front Porch/Entry:</u> Replace wooden lattice and trim with new wooden lattice/trim. Prep/paint to match existing.</p>	
<p>4. <u>Side D, Door System to 2nd Floor:</u> Remove/strip paint on door edges, door stops and threshold. Encapsulate interior/exterior door faces. Mechanically fasten weather stripping for a weather-tight seal. Encapsulate casings.</p>	
SOIL TREATMENTS	
<p>5. Cover the following areas with mulch covering:</p> <ul style="list-style-type: none"> <i>Side D-Dripline of Building</i> <i>Side C/D Dripline/Corner of Building</i> 	

A. LEAD ABATEMENT	COST
INTERIOR-1ST FLOOR	
Kitchen	
6. Replace Door system to Basement; Encapsulate casings (Side D)	
7. Encapsulate All Window casings	
Stairwell to Basement	
8. Enclose Stair treads/risers with ext-grade plywood and/or non-slip rubber flooring. Include installation of bullnose.	
Hallway between Conference room and Office 1	
9. Encapsulate Door casing (Side C)	
Office 1	
10. Replace Door systems; Encapsulate casings (2 Total, Sides A/D)	
11. Encapsulate All window sills	
Conference Room	
12. Encapsulate All Wall baseboards and window casings/sills	
13. Replace Doors 1 and 2 (2 Total, Side A)	
Front Entry	
14. Encapsulate: Side D Door casing and Stair undersides	
15. Replace Door system (Door 2, Side A)	
INTERIOR-2ND FLOOR	
Office 2	
16. Replace Side B Door system. Encapsulate Side C door casings	
Office 4	
17. Encapsulate All Window casings/sills	
18. Replace Door system; Encapsulate casings (Side B)	
Front Entry	
19. Replace Door system to Attic (Side C)	
20. Replace Doors to Offices and Hall 2 (2 Total, Side C)	
Hallway 2	
21. Encapsulate All Wall baseboards and Door casings	
22. Replace Door system to storage closet (Side A)	
Bathroom 2	
23. Replace Door system (Side D)	
Office 3	
24. Replace Door system (Side D)	
25. Encapsulate All Wall baseboards	
Office 5	
26. Replace Door systems (2 Total, Side A)	
Office 6	
27. Replace Door systems (2 Total, Sides A&B)	
28. Encapsulate All Window sills	
<i>Continued</i>	

A. LEAD ABATEMENT	COST
CLEARANCE/WASTE CHARACTERIZATION	
29. Cost to retain licensed lead consultant to perform appropriate clearance visuals and dust wipe sampling.	
30. Cost to collect, submit and analyze TCLP waste characterization sample.	
TOTAL BASE COST (not including Alternates):	

Notes: "Encapsulation": All gaps/seams shall be sealed using appropriate int/ext caulking, and any damaged substrates shall be replaced prior to any interior/exterior work. "Door System": Refers to removal of all friction door components (door/jamb/stop/threshold/etc.)

END- SCOPE OF WORK SECTION

1.2 References

The execution of this work shall comply with all applicable Federal, state, and local laws, statutes, regulations, and guidelines including but not limited to:

24 CFR 35 – HUD Lead Based Paint Poisoning Prevention
29 CFR 1910.134 – OSHA Respiratory Protection
29 CFR 1910.1025 – OSHA General Industry Lead Standard
29 CFR 1926.62 – OSHA Construction Industry Lead Standard
29 CFR 1910.1200 – OSHA Hazard Communication
40 CFR 261 – USEPA Identification and Listing of Hazardous Waste
40 CFR 262 – USEPA Generators of Hazardous Waste
40 CFR 745 – USEPA Lead Based Paint Poisoning Prevention
40 CFR 745.85 - USEPA Lead Based Paint Renovation, Repair and Painting Program
40 CFR Parts 260 through 274 - USEPA RCRA Hazardous Waste Regulations
19a-111-1 through 19a-111-11 – CTDPH Childhood Lead Poisoning Prevention and Control
Section 20-478-1 through 20-478-3 – CTDPH Lead Licensure and Certification
Section 22a-133k; 22a-209-1 through 16; 22a-449(c)-11; and 22a-449(c)-100 through 110 –
CTDEEP Solid and Hazardous Waste Management Regulations
HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing
CTDPH Lead Safe Renovator Training
CTDEEP Guidance for the Management and Disposal of Lead Contaminated Materials
Generated in the Lead Abatement, Renovation and Demolition Industries, 1996
ASHRAE Standard 62.2-2003 "Ventilation and Acceptable Indoor Air Quality in Low-Rise
Residential Buildings"
EPA 402-K-02-003; 9/2010 "A Brief Guide to Mold, Moisture, and Your Home"
EPA 402-K-01-001; 9/2008 "Mold Remediation in Schools and Commercial Buildings"
The BOCA Property Maintenance Code Requirements (including specific local requirements)
U.S. HUD, "Revised Dust Action Levels for Risk Assessment and Clearance; Clearance of Porch
Floors" (Policy Guidance #2017-01 Rev1)

1.3 Submittals and Notices

Prior to the commencement of lead abatement/hazard control work, the Contractor shall submit the following documentation, listed below, to Owner/Town to ensure compliance with the applicable above noted regulations and these specifications. Up to date copies shall always be retained at the job site.

CTDPH Lead Abatement Contractor License, as well as EPA's Lead Based Paint Renovation, Repair and Painting Program Contractor Certification (40 CFR 745.85); CTDPH certifications, training, respirator fit test certificate and medical records (including blood lead levels and medical clearance to wear a respirator) for each lead abatement worker/supervisor as well as a certificate for at least one (1) worker/supervisor demonstrating successful completion of the EPA's Lead Based Paint Renovation, Repair and Painting Program;

Proof of CTDPH approved encapsulating materials to be utilized and copies of X-cut tape and patch tests; Written notification to the local Health Department (If 'Abatement', child <6); Proof of

replacement soil/mulch cover containing less than 200 milligrams or lead per kilogram of material when analyzed by AAS.

1.4 Personal Protection, Worker Training and Medical Surveillance

All workers/supervisors conducting any work shall receive training in aspects of personnel protection, work procedures, and use of equipment, including procedures unique to this project. Workers conducting lead hazard control/abatement activity shall wear protective clothing including but not limited to: nitrile/latex gloves, impervious coveralls, and respiratory protection. The employer shall provide appropriate respiratory protection equipment for each worker and ensure usage during potential lead exposure in accordance with OSHA 29 CFR 1910.134, 1910.1025, and 1926.62. The employer shall conduct exposure assessment air sampling, analysis and reporting to ensure the workers are using appropriate respiratory protection. The employer/supervisor shall ensure that workers do not eat, drink, smoke, chew gum or tobacco, or apply cosmetics while in the Lead Control Area.

All workers conducting lead hazard control/abatement work shall wash hands and face upon leaving the work area. Upon leaving the work area, each worker will HEPA vacuum gross debris from work suit, remove and dispose of work suit, wash and dry face and hands, and vacuum clothes. Do not remove lead chips or dust by blowing or shaking off clothing. The employer/supervisor shall ensure that all workers and authorized persons leaving the Lead Control Area proceed directly to the wash or shower facilities in accordance with 29 CFR 1926.62. This wash facility will consist of, at least, running potable water, towels, soap, and a HEPA vacuum and be constructed with 6-mil poly on floors and walls.

All workers who perform "hazard control" activities shall produce at a minimum, certification demonstrating successful completion of HUD/EPA/CT Lead Safe Renovator Training and/or OSHA Lead Awareness Training. All workers/supervisors who perform "abatement" activities shall produce a certificate demonstrating successful completion of an initial course consisting of a minimum of 32 (worker)/40 (supervisor) hours of training in lead paint abatement health and safety and yearly refresher courses consisting of a minimum of 8 hours of training in lead paint abatement health and safety. All training shall be at a course approved by the State of Connecticut Department of Public Health and supplied by a training provider approved by the State of Connecticut Department of Public Health. In addition, the workers/supervisors shall also produce a certificate from the CTDPH indicating that they are certified by the State of Connecticut to perform the duty to which they have been assigned.

The Contractor shall submit statements, signed by an occupational physician, that each worker/supervisor that enters a Lead Control Area has been examined and is medically fit to wear a respirator. The statements shall be dated within 1 year of the worker's entry into the Lead Control Area. The Contractor shall submit respirator fit test documentation for all workers/supervisors that enter a Lead Control Area. The documentation shall be dated within one year of the worker's entry into the Lead Control Area.

The Contractor shall follow management of employees' blood lead levels in accordance with OSHA 29CFR1926.62. The Contractor shall submit initial blood lead and zinc protoporphyrin level test documentation dated within six months prior to the workers/supervisors first entry into the Lead Control Area and continue to submit every six months for projects in excess of three months

in duration. Workers/supervisors with blood lead levels in excess of fifty (50) micrograms/deciliter will not be permitted in the Lead Control Area.

PART II: TOOLS, EQUIPMENT, AND ABATEMENT MATERIALS

1.5 Materials, Tools and Equipment

Fire retardant polyethylene sheet in roll size with factory label indicating six (6) mil thickness. Tape capable of sealing joints in adjacent polyethylene sheets and for attachment of polyethylene sheeting to finished or unfinished surfaces. Tape shall be capable of adhering under both dry and wet conditions;

Polyethylene disposable bags that are six (6) mil thickness and transparent in color. Lead specific cleaning agent & Disposable rags;

Protective clothing and gloves. Gloves to be utilized during chemical paint removal techniques shall be of neoprene composition with glove extenders;

Encapsulating materials which are compatible with the substrate on which they are to be applied and are approved for use by the CTDPH for the substrate they are to be applied to;

Chemical solvents & caustic removers that contain anti-stain formulations that inhibit discoloration of stone, granite, brick, wood, etc. and do not raise the grain of wood surfaces. Chemical paint removal agent neutralizers compatible with the substrate they are applied to and the chemical/caustic stripper they are used in conjunction with. Newly sharpened scrapers for manual wet scraping activities. Sanders, grinders, wire brushes and/or needle gun removal equipment equipped with a HEPA filtered vacuum dust collection systems;

Vacuum units of suitable size and capability having HEPA filters capable of trapping and retaining at least 99.97 percent of all mono-dispersed particles of three micrometers in diameter or larger. Exhaust air filtration units equipped with HEPA filters capable of providing sufficient air exhaust to create a pressure differential of 0.02 inches of water, allowing at least four air changes per/hour through the area. An automatic warning system shall be incorporated into the equipment to indicate pressure drop or unit failure;

Air monitoring equipment of the type and quantity required to monitor operations and conduct personnel exposure surveillance shall conform to OSHA requirements;

Electrical equipment, protective devices and power cables shall conform to all applicable codes and OSHA standards. Ladders and/or scaffolds shall be of adequate length, strength and sufficient quantity to support the work schedule. Scaffolds shall be equipped with safety rails and kick boards in compliance with OSHA requirements;

Other materials such as lumber, nails and hardware necessary to construct and dismantle the decontamination enclosures and the barriers that isolate the work area shall be provided by the Contractor as appropriate for the work.

PART III: EXECUTION

1.6 Preparation of the Lead Work/Control Area

1.6.1 GENERAL REQUIREMENTS

Contractor shall ensure preparation of each work area is performed in accordance with the HUD "abatement" requirements, which are mainly referenced in the subsequent sections. In accordance with 40 CFR 745.85, the Contractor shall follow the most up-to-date procedures for work area set-up in and shall provide at least one (1) person with a certificate demonstrating successful completion of the EPA's Lead Based Paint Renovation, Repair and Painting Program throughout set-up of all work areas.

When employees are performing the abatement work, post warning signs meeting the current requirements of OSHA 29 CFR 1926.62 at each regulated area. In addition, signs shall be posted at all approaches to regulated areas so that an employee/occupant may read the sign and take the necessary protective steps before entering the area.

Shut down ventilating and air conditioning systems to prevent contamination of other areas of the building. Seal all vents with 6 mil poly. Pre-clean movable objects within the proposed work areas using HEPA vacuum equipment and/or wet cleaning methods as appropriate and remove such objects from the work area to a temporary location. This temporary location shall be a secure area where the occupants of the building can have access to the belongings daily. Pre-clean fixed objects within the work areas using HEPA vacuum equipment and/or wet cleaning methods, as appropriate, and enclose with minimum six (6) mil polyethylene sheeting sealed with duct tape. Do not use methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Maintain emergency and fire exits from the building satisfactory to fire officials and the state.

Prior to work, repairs shall be made to pre-existing conditions that may impede lead hazard control work including water leaks, inadequate heat and defective substrate. Ensure children and other non-workers are not allowed within the lead hazard control area until completion of all work activities and cleanup.

Depending upon the size and scope of work to be performed, temporary relocation of the tenants may be necessary.

1.6.2 SPECIAL REQUIREMENTS - INTERIOR LEAD HAZARD CONTROL ACTIVITY

Properly contain the lead control area by sealing off all openings including, but not limited to, windows, corridors, doorways, skylights, ducts, grills, diffusers, and any other penetration of the work areas, with six mil polyethylene sheeting, and seal with tape. Seal doorways and corridors which will not be used for passage during work with barriers as required for separation of work area and occupied areas. Equip doors leading into the lead control area with two overlapping sheets of six mil polyethylene sheeting attached at the top and opposite sides. Separate occupied areas and/or building space not within lead control areas without impairing all building exits simultaneously from any occupied building area. Cover floors in the work areas with two layers

of six mil polyethylene sheeting. Where floors are carpeted, cover floor of work area, following pre-cleaning, with one additional layer of six mil polyethylene sheeting, duct taped securely at the perimeter.

Implement appropriate dust suppression engineering controls such as HEPA-filtered negative pressure units, local exhaust ventilation, wet methods, etc. to prevent the spread of lead contamination from the Regulated Area.

1.6.3 SPECIAL REQUIREMENTS – EXTERIOR LEAD HAZARD CONTROL ACTIVITY

HEPA-vacuum all visible existing paint chips from the ground to twenty (20) feet out from the base of the exterior surface scheduled for lead-based paint hazard control/abatement. Extend polyethylene sheeting out from the foundation three feet per story being abated with a minimum of five feet and a maximum of twenty (20) feet. Weight the polyethylene sheeting to withstand wind loading. Securely seal edge of polyethylene sheeting to foundation wall. Protect shrubbery in the work area with tarps. Provide warning signs on each window and door that opens into the work area warning the interior occupant (if the building is occupied) not to open the window/door during lead hazard control work performed on the exterior of the building. Seal off all vents, air conditioners, windows, door and grills in the work area with polyethylene sheeting (minimum of 6 mils thick), and seal with tape. Erect OSHA-compliant scaffolding, lifts or ladders to the exterior surface being worked on as necessary.

1.7 Lead Hazard Control Methods

1.7.1 SPECIALIZED CLEANING

Wet clean all surfaces with a lead specific detergent. Then vacuum the surfaces using HEPA filtered vacuum equipment. Utilize wet methods and HEPA vacuuming techniques as described in OSHA 29 CFR 1926.62.

1.7.2 PAINT STABILIZATION

Remove surface dust, dirt, mildew, scale, rust or other debris by misting with lead-specific detergent solution. Remove loose paint using wet scraping methods until a sound surface is achieved. Dry scraping is prohibited. Remove unsound substrate not firmly adhered and repair with an appropriate patching material. After scraping, wet sand surfaces to smooth any rough edges/areas. Apply at least two coats consisting of primer and paint/liquid encapsulant to areas where paint has been removed to fully stabilize the surface. Exterior surfaces shall match surrounding color schemes (if needed). Color is to be approved by owner.

"Window trim" shall include all trim around a window such as casings, headers, stops, sills, and aprons. "Casing" includes the trim at the sides and the top of a window or door unless otherwise noted. "Upper and/or lower trim" includes soffits, fascia, rakes, decorative trim, and any other trim on house façades. Remove or protect any existing electrical receptacles, hardware, and mounted objects that are on the trim prior to the application of primer/paint to avoid the inadvertent application of primer/paint to these items. Protect adjacent finishes from splatter of primer/paint or other damage. Reinstall all items that were removed.

1.7.3 STANDARD TREATMENTS - WINDOWS

Stabilize the paint on the window component surfaces as noted in 1.7.2. Install channel guides between the sashes and stops/parting beads/jambes to reduce or eliminate rubbing and friction impact. Channel guides may be one or two-piece systems of vinyl, coil stock or other suitable material to effectively line the window jamb/stop/parting bead channel and sashes to eliminate friction to the painted surfaces. Clean the window wells and sills utilizing specialized cleaning techniques as noted in 1.7.1. Cover the window wells with aluminum coil stock, using techniques noted in 1.7.5.

1.7.4 STANDARD TREATMENTS - DOORS

Stabilize the paint on the door component surfaces listed in the scope of work as noted in 1.7.2. Eliminate rubbing and friction impact by using methods such as: Re-hanging the door and/or plane the top, bottom and strike side surfaces of the door edges.

If door and/or stop is listed: mechanically fasten impact bumper pads or strip material on the door or stop to eliminate impact damage to paint coating but allow door to close and latch/lock properly. Bumper pads or strip material shall be permanently attached by tacking, nails, screws, etc. (No glue or adhesive backing strips.) If door stops are easily removed (attached to surface of jamb) then it is recommended to simply replace them.

Install door stops on the door hinges and/or baseboards to eliminate impact damage to the door/walls when opening.

1.7.5 COVERINGS

Stabilize the paint on the door component surfaces listed in the scope of work as noted in 1.7.2. Cover the surface with an appropriate material which will reduce/eliminate friction and impact damage. Such materials may include aluminum coil stock, luan board, indoor/outdoor carpeting, vinyl flooring, stair treads/risers, polyurethane floor varnish, aluminum/vinyl siding, etc. Ensure the covering material is properly secured to the substrate below using adhesive, screws, caulk, etc. Material specifications for covering/enclosure materials can be found in Section 1.8.7.

Covering of stair step treads/risers/landings shall typically incorporate the following techniques as specified: Paint stabilization followed by carpeting, covering the entire tread/riser and landing surfaces; or paint stabilization followed by installing vinyl/rubber stair treads (with a bull nose) which cover the entire step/tread, and vinyl/rubber or luan panels which cover the entire riser and/or landing surface.

1.7.6 SOIL TREATMENTS (COVERINGS)

Remove visible accumulations of paint chips from soil, paved walkways, patios and driveways using specialized cleaning techniques as noted in 1.7.1.

Covering with mulch, stone, or equivalent: Apply weed block and at least 4-6 inches of suitable cover material. Add edging to contain covering material if not present. *Covering with soil/seed,*

sod: Prepare soil for seed uptake or add 1-2 inches of top soil. Apply seed/fertilize mixture and cover with hay to protect (unless product does not require). Owner is responsible for watering.

1.8 Lead Abatement Methods

1.8.1 PAINT REMOVAL

CHEMICAL REMOVAL: Protect adjacent surfaces from damage. Maintain a portable eyewash station in the work area and provide proper respiratory protection to protect against vapors from chemical agents. Apply chemical (solvent or caustic) stripper in quantities, manner and for durations specified by manufacturer. Scrape lead based paint from surface down to bare substrate with no trace of residual pigment. Use sanding, hand scraping, and dental picks to supplement chemical methods as required to remove residual pigment. Apply neutralizer compatible with substrate and chemical agent to substrate following removal in accordance with manufacturer's instruction.

MECHANICAL REMOVAL: Protect adjacent surfaces from damage. Provide sanders, grinders, rotary wire brushes, or needle gun removers equipped with a HEPA filtered vacuum dust collection system. Cowling on the dust collection system for orbital-type tools shall be capable of maintaining a continuous tight seal with the surface being abated. Cowling on the dust collection system for reciprocating-type tools shall promote an effective vacuum flow of loosened dust and debris. Inflexible cowlings may be used on flat surfaces only. Flexible contoured cowlings are required for curved or irregular surfaces. Provide HEPA vacuums that are high performance designed to provide maximum static lift and maximum vacuum system flow at the actual operating vacuum condition with the shroud in use. The HEPA vacuum shall be equipped with a pivoting vacuum head. Remove all lead-based paint from surface down to bare substrate with no trace of residual pigment. Use chemical methods, hand scraping, and dental picks to supplement abrasive removal methods as required to remove residual pigment. Perform wet scraping by using a spray bottle or sponge attached to a paint scraper. Wet scraping shall be utilized to prepare surfaces prior to paint film stabilization or encapsulation. Scraper blades should be kept sharp. After scraping, and prior to encapsulation, wet sand surfaces to smooth any rough areas.

Any stripped surfaces shall then be primed and painted with at least two coats of paint, Benjamin Moore® or equal, to match surrounding color schemes. Color is to be approved by owner.

1.8.2 PROHIBITED PAINT REMOVAL METHODS

Prohibited paint removal methods include but are not limited to: The use of heat guns at temperatures above 700 degrees Fahrenheit to remove LBP. The use of sand, steel grit, water, air, CO², baking soda, or any other blasting media to remove LBP. Dry hand scraping, sanding, wire brushing. Power tool assisted grinding, sanding, and/or cutting of LBP without the use of cowed HEPA vacuum dust collection systems. Burning, busting of rivets, and/or torch cutting of materials coated with LBP. Where cutting, welding, busting, or torch cutting or materials is required, pre-remove the LBP in the affected area. Use of chemical strippers containing methylene chloride. Use of caustic based strippers on aluminum or wood.

1.8.3 LEAD ENCAPSULATION

Remove surface dust, dirt, mildew, scale, rust or other debris by scrubbing with lead-specific detergent solution and rinsing. Remove loose paint using wet scraping methods until a sound surface is achieved. Dry scraping is prohibited. Remove unsound substrate not firmly adhered and repair with an appropriate patching material. Remove and reinstall or protect electrical receptacles, hardware, and wall mounted objects from being painted-over by encapsulant. Protect adjacent finishes from paint splatter or other damage.

Prior to application of encapsulants, perform the tape, X-cut tape and patch tests in accordance with the CTDPH guidance document information on Applying Liquid Encapsulants to Interior Surfaces for Property Owners and Lead Professionals to determine if the surface is suitable for encapsulation.

Apply encapsulant in a continuous coat in accordance with the manufacturer's recommendations. Number of coats, wet and dry mil thickness, and application temperature are as specified in the manufacturer's instructions for application. Encapsulant shall be approved by the CTDPH for use (i.e. on the CTDPH Registry of Authorized Encapsulant Products). Use encapsulants only on substrates and locations approved for use in the manufacturer's instructions. Encapsulants proposed for exterior use shall be approved for exterior use on the CTDPH Registry. All encapsulants shall contain a taste deterrent such as BITREX®. New coats of paint or primer, wall paper cover and contact paper cannot be used as encapsulants. Application of encapsulants to friction or impact surfaces is prohibited.

Exterior items such as: gutter system components, shutters, and/or any other type of material or component installed over LBP, shall be removed prior to encapsulation and re-installed without causing damage to any exterior components. Contractor shall not attempt to remove any service connections such as meters, boxes, and main service lines. Exterior surfaces shall also be painted with at least two coats of paint, Benjamin Moore® or equal, to match surrounding color schemes (if needed). Color is to be approved by owner.

"Window trim" shall include all trim around a window such as casings, headers, stops, sills, and aprons. "Casing" includes the trim at the sides and the top of a window or door unless otherwise noted. "Upper and/or lower trim" includes soffits, fascia, rakes, decorative trim, and any other trim on house façades. Remove or protect any existing electrical receptacles, hardware, and mounted objects that are on the trim prior to the application of primer/paint to avoid the inadvertent application of primer/paint to these items. Protect adjacent finishes from splatter of primer/paint or other damage. Reinstall all items that were removed.

1.8.4 COMPONENT REPLACEMENT

Wet down components which are to be removed to reduce the amount of dust generated during the removal process. Remove components utilizing hand tools and follow appropriate safety procedures during removal. Remove the building component by approved methods which will provide the least disturbance to the substrate material. Do not damage adjacent surfaces. Initiate cleanup immediately after component removals have been completed. Remove any dust located behind the component removed utilizing specialized cleaning techniques as noted in Section

1.7.1. Installed components shall be primed and painted with at least two coats of paint, Benjamin Moore or equal, to match surrounding color schemes. Color is to be approved by owner.

1.8.5 SPECIAL REQUIREMENTS-WINDOW AND DOOR COMPONENT REPLACEMENTS

If removal and replacement of window and/or door components will take place from the exterior, the following techniques shall be used: Install a poly critical barrier on the interior of the window/door system to prevent contamination of interior surfaces. Remove and replace the exterior items holding door/window systems in place (presumed as LBP if not tested) along with the specific door/window components to be removed. Remove any window sash weights that remain from sash removal and insulate cavities. Paint stabilize and encapsulate (or enclose with coil stock) any remaining painted surfaces, like window/door jambs and exterior sill/case/well surfaces (presumed as LBP if not tested), which are not enclosed by the installation of the replacement window/door units but are now non-friction surfaces. Paint stabilize and encapsulate any damage made to the interior window/door components (presumed as LBP if not tested).

Where removal/replacement of window or door systems is to be done from the interior then follow interior hazard control activities as noted in 1.6.2 and work practices noted in this section.

Insulate between door/window jambs and rough opening with spun fiberglass prior to trimming the interior. Framing shall be thoroughly sealed at the interfaces with interior and exterior walls prior to the completion of finish work. Interior finish nails shall be set below surface of any trim work and filled with the proper putty (interior/exterior) that can be painted over. Doors shall be accurately cut, and door and window units shall be fitted to openings, shimmed level and square, and shall operate freely without binding.

If window sashes are the only component in window system to be replaced, such as with historical wood sash replacement, then enclose window wells and jambs with aluminum coil stock or vinyl, caulking any screws and edges.

MATERIAL SPECIFICATIONS-DOORS: All doors shall meet any specific local or state fire safety codes. Exterior door replacements shall be "Energy Star" rated.

EXTERIOR DOORS (Non-Historical): Unless otherwise noted, exterior doors shall be 1 ¾" thick 24 gauge thermally broken galvanized and bonderized steel insulated core doors, with adjustable sills, magnetic weather stripping, and 1 ½ pair 3 ½ x 3 ½ loose pin butt hinges. Doors shall be Thermo-Tru Steel Foam Core Insulated Exterior Doors or approved equal. Install single cylinder deadbolt plus passage set as manufactured by Schlage or approved equal. Provide owner with 2 keys for each lock. Door shall be accurately cut and fitted to frames and shall operate freely without binding. Insulate between doorjambs and rough opening with spun fiberglass prior to trimming the interior of the door.

EXTERIOR DOORS (Historical): Perform 'Standard treatments-doors' listed in Section 1.7.4 to the original door system in place; if this method does not apply for the door system due to damage or disrepair, then door shall be replaced with an equivalent (style and material) to the historical door that was removed.

STORM DOORS: If the existing unleaded storm/screen door(s) is/are in good working order and seal(s) properly to the door opening when closed, the Contractor shall re-hang the existing storm/screen door(s) and ensure proper function. If the existing storm/screen door(s) is/are not in good working order, does not fit the new installed door system opening, or is/are leaded, the Contractor shall supply and install new metal storm/screen door(s), approved by owner.

INTERIOR DOORS: Unless otherwise noted, interior doors shall be 1½" hollow core luan doors manufactured by Brosco or approved equal. Shim doors plumb, level and square. New doors shall be installed in pine jambs with one pair of 3" loose pin butt hinges. Fasten doors to rough framing through shims with 10-penny finish nails. Trim out both sides of new doors with finger jointed casings to match existing. Glue miters before fastening trim to jamb and wall. Fasten trim to walls with 6-penny finish nails and to jambs with 4-penny nails. Set heads of nails below surface of wood and fill with putty. Install passage set as manufactured by Schlage, Kwikset, Harlock, or approved equal. If a hollow core door does not comply with CT Building Code and/or CT Fire Safety Code, install a door that is code compliant.

OVERHEAD GARAGE DOORS: Furnish and install overhead garage doors (number as specified) including all mounting hardware (tracks, rails, springs, etc.) as required to make operational. Hardware shall include an outside handle and keyed lock for each door. Owner to select color from manufacturer's standard color palette. Automatic garage door openers shall not be included unless existing overhead garage door systems have automatic openers. In such cases contractor shall reuse and make operable existing automatic openers or replace with new unit(s) if reuse is not feasible.

Attached/Heated Garages: Doors shall be three-layer (steel + insulation + steel) pressure bonded construction. Manufacturer's Warranty shall be 20 years minimum. Doors shall be Clopay Premium Series, Clopay Classic Collection Value Plus Series, or approved equal.

Free-standing/Unheated Garages: Doors shall be steel construction. Owner to select color from manufacturer's standard color palette. Manufacturer's Warranty shall be 15 years minimum. Doors shall be Clopay Classic Collection Value Series or approved equal.

MATERIAL SPECIFICATIONS-WINDOWS: Windows shall meet any specific local or state fire safety codes and Emergency Escape requirement codes. Window replacements shall be "Energy Star Qualified" (*i.e.* $U\text{-Value} \leq 0.30$).

Vinyl Replacement (Non-Historical): Furnish and install new rigid vinyl replacement windows with ½" Low E double-pane insulating glass and non-corroding half-height lockable fiberglass screens in aluminum frames. Windows shall have tilt-in sashes, welded frames, cam sash locks, and shall comply with Emergency Escape requirements of the building code for all bedroom installations. Windows shall be Energy Star qualified, with a U-factor ≤ 0.3 and shall carry the Energy Star Label on the product. Windows shall be compliant with utility requirements for weatherization programs. Windows shall be manufactured by Harvey (Classic Series), Viking, Mercury-Excelum, NorthEast (DH 100), Certainteed, Andersen (Silverline®), or equivalent. Unless previously approved submit manufacturer's specifications to Owner/Town for approval prior to ordering. Windows shall be installed in accordance with the manufacturer's recommendations. Frames and sash shall be properly adjusted for tight closure and easy operation. Frames shall be thoroughly sealed at the interfaces with the walls (interior and exterior) prior to completion of finish

work. If original windows have weight cavities, remove old weights and insulate the entire cavity on both sides of windows prior to installation of replacement windows. If spray foam insulation is to be used, submit the product MSDS to Owner/Town for review and approval prior to use.

WOODEN REPLACEMENT WINDOWS (Historical Design Alternate #1): Furnish and install new wooden replacement windows (no cladding) with $\frac{3}{8}$ " Low E double-pane insulating glass and full fiberglass screens (Note: Contractor shall measure the bevel of the sill. If the bevel is not 14 degrees, it is normally required that the bevel be custom specified to manufacturer.). Windows shall have tilt-in sashes, cam sash locks, and shall comply with Emergency Escape requirements of the building code for all bedroom installations. Wooden grid pattern(s) (muntins) with external profiles and spacers shall match that of the existing muntins on the windows that are being replaced. Muntins shall be factory affixed with a suitable adhesive. Windows shall be manufactured by Harvey, Weathershield, Marvin, or equivalent. Unless previously approved submit manufacturer's specifications to the Connecticut Children's Healthy Homes Program and project consultant for approval prior to ordering. Windows shall be installed in accordance with the manufacturer's recommendations. Frames and sash shall be properly adjusted for tight closure and easy operation. Frames shall be thoroughly sealed at the interfaces with the walls (interior and exterior) prior to completion of finish work. If original windows have weight cavities, remove old weights and insulate the entire cavity on both sides of windows prior to installation of replacement windows. Spray foam insulation shall not be used.

WOODEN REPLACEMENT WINDOWS (Historical Design Alternate #2): Furnish and install new all wood replacement windows (no cladding) on the "A" façade of the building and aluminum clad wood replacement windows on the "B", "C", and "D" façades of the building (Note: Contractor shall measure the bevel of the sill. If the bevel is not 14 degrees, it is normally required that the bevel be custom specified to manufacturer.). All windows shall be provided with $\frac{3}{8}$ " Low E double-pane insulating glass and full fiberglass screens. Windows shall have tilt-in sashes, cam sash locks, and shall comply with Emergency Escape requirements of the building code for all bedroom installations. Wooden grid pattern(s) (muntins) with external profiles and spacers shall match that of the existing muntins on the windows that are being replaced. Muntins shall be factory affixed with a suitable adhesive. Windows shall be manufactured by Harvey, Weathershield, Marvin, or equivalent. Unless previously approved submit manufacturer's specifications to the Connecticut Children's Healthy Homes Program and project consultant for approval prior to ordering. Windows shall be installed in accordance with the manufacturer's recommendations. Frames and sash shall be properly adjusted for tight closure and easy operation. Frames shall be thoroughly sealed at the interfaces with the walls (interior and exterior) prior to completion of finish work. If original windows have weight cavities, remove old weights and insulate the entire cavity on both sides of windows prior to installation of replacement windows. Spray foam insulation shall not be used.

Modifier to Alternative Historic Designs #1 & #2: Additionally, wooden grid pattern(s) (muntins) shall include internal profiles that match the internal profiles of the existing muntins on the windows that are being replaced.

BASEMENT WINDOWS, Non-Historical: Furnish and install new rigid vinyl replacement basement windows manufactured by Harvey, Viking, Mercury-Excelum or equivalent. Windows shall be installed in accordance with the manufacturer's recommendations.

BASEMENT WINDOWS, Historical (Alternate 1): Mechanically fasten the existing basement window sashes in place. Encapsulate sashes, sills, casings, and trim (interior and exterior). **Basement Windows, Historical (Alternate 2):** Furnish and install new single-pane wooden replacement basement windows. Grid pattern(s) (muntins) shall match that of the existing windows that are being replaced. Windows shall be installed in accordance with the manufacturer's recommendations. Encapsulate casings and trim (interior and exterior). **Basement Windows, Historical (Alternate 3):** Furnish and install new aluminum-clad or vinyl-clad, double-pane wooden replacement basement windows with matching mullion pattern mounted between the panes. Grid pattern(s) (muntins) shall match that of the existing windows that are being replaced. Windows shall be installed in accordance with the manufacturer's recommendations. Encapsulate casings and trim (interior and exterior).

Window Openings (Window Sash Replacement Only or Window Sash Renovation and Reinstallation): Cut aluminum coil stock or vinyl to fit window well. Screw in fitted piece and caulk edges. Install jamb liners.

STORM WINDOWS: Where existing storm windows are in place, storms shall be removed prior to window installation and the contractor shall dispose/recycle, unless instructed otherwise by the owner. Any exposed wooden window components shall then either be enclosed or encapsulated to match surrounding scheme. The owner shall be responsible for re-installing storm windows if so desired.

1.8.6 ENCLOSURE

Ensure all surfaces to be enclosed are free of dirt, dust, mildew, scale, rust or other debris by cleaning with lead-specific detergent solution. Properly remove all loose or peeling paint and wash down the surface with a lead specific detergent. Repair all substrate damage with an appropriate patching material. Label all LBP containing surfaces prior to enclosure. Cover the surface with an appropriate permanent material which will eliminate contact with the painted surface. *See below for material specifications.*

Enclosure of stair step treads/risers/landings shall incorporate one of the following techniques as specified: Liquid encapsulation followed by carpeting covering the entire tread/riser and landing surfaces; or paint stabilization followed by installing vinyl/rubber stair treads (with a bull nose) which cover the entire tread, and vinyl/rubber or luan panels which cover the entire riser and/or landing surface.

If enclosure of siding and trim/soffits/etc. is specified replace LBP components of attic vents or combination of gable and soffit vent to meet ventilation requirements of roof and attic.

Ensure all enclosure materials are properly fastened to existing substrate below using, adhesive, screws, etc. Do not damage adjacent surfaces. All seams shall be caulked using appropriate (interior/exterior) high quality caulk that can be painted over.

Aluminum Coil Stock: Furnish and install aluminum coil stock (0.019" thick). Apply coil stock smoothly in accordance with the manufacturer's recommendations. Caulk all seams and edges.

Vinyl Siding: Vinyl siding shall be of first quality, 50-year warranty manufactured by Vipco, CertainTeed, or equivalent (color selection by owner). Install Amocor XP38 fanfold insulation board or equivalent in accordance with manufacturer's instructions to enclose underlying lead-based paint. Remove and replace lead-based painted components such as attic vents or combination gable and soffit vents to meet ventilation requirements for roof and attic areas. Install vinyl siding and wrap trim with aluminum or vinyl in accordance with manufacturer's specifications.

Exterior Porch Flooring: Furnish and install ½" exterior grade plywood to cover the existing porch flooring and install aluminum or vinyl edge moldings to cover any exposed edges of the existing flooring and new plywood flooring. All seams shall be caulked. Prime and paint the plywood with 100% Acrylic Latex Exterior Porch/Floor Paint consistent with paint manufacturer recommendations. Two (2) coats of paint shall be applied. The paint shall be a suitable product meeting these criteria as manufactured by Benjamin Moore, Color Wheel Paint Mfg., Excelsior Coatings, Glidden, ICI Paints, Sherwin Williams, or others as authorized by the Project Consultant (color selection by owner). Paint shall be inherently slip resistant (i.e., anti-skid) or made such by addition of a slip resistant additive.

When replacement of Porch Flooring is specified: Remove the existing porch flooring. Furnish and install 5/4" fir (Alternate 1) or ¾" mahogany (Alternate 2) tongue & groove flooring material. Finish and protect the porch flooring with a clear exterior sealant (Exterior Penofin® or similar as authorized by the Project Consultant) consistent with paint manufacturer recommendations. When Tongue & Groove flooring is specified or requested as alternate the flooring material shall be 5/4" Fir or Mahogany. *NOTE: Any damaged structural components uncovered from flooring removal shall be replaced/repared prior to new flooring installation. A change order shall be issued for any additional work not specified in the original scope of work. Any change orders shall be approved by Consultant/Owner/Town prior to execution of work.*

Interior Porch Flooring and/or Stair (Tread/Riser/Landing) (non-heated areas): Unless noted, luan board or non-slip vinyl covering (w/bull nose) and appropriate edge moldings shall be installed.

1.8.7 SOIL ABATEMENT

Remove the top 3-6 inches of soil. New soil and/or any replacement materials (mulch, stone, etc.) shall be certified as containing less than 200 milligrams of lead per kilogram of soil when analyzed by AAS. If soil is replaced with clean soil, then cover following Section 1.7.6.

1.9 Clean Up Procedures

All sealed disposal containers and all equipment used in the work area shall be included in the cleanup. Remove and containerize all visible accumulations of paint chips and associated dust and debris. During clean-up, utilize rags and sponges wetted with lead-specific detergent and water to minimize dust levels. Clean all horizontal surfaces with a HEPA filtered vacuum prior to wet cleaning all surfaces within the regulated area with a lead specific detergent solution.

After the initial cleaning is complete, remove the polyethylene floor sheeting. All other polyethylene sheeting comprising critical barriers shall remain. Floor surfaces within the work area shall then be HEPA vacuumed and wet-cleaned with a lead-specific detergent solution. A 24-hour waiting period shall occur after the initial HEPA vacuuming and wet-cleaning. After such

waiting period, all surfaces within the abatement area shall be HEPA vacuumed, wet-cleaned with a lead-specific detergent solution, and HEPA vacuumed again.

1.10 Clearance Testing Protocols

The contractor shall be responsible to retain a licensed lead consultant to perform visual inspections, clearance wipe testing, and/or XRF testing. Contractor shall provide a certified Lead Abatement Supervisor during the intended visual inspection and/or wipe testing as well as at least one (1) person with a certificate demonstrating successful completion of the EPA's Lead Based Paint Renovation, Repair and Painting Program.

VISUAL INSPECTION PROTOCOL: Visual inspection of all lead hazard control areas shall be conducted by a certified lead inspector to verify that the work has been completed. The visual inspection will detect incomplete work, damage caused by the abatement activity, and inadequate clean-up of the work site. If visual accumulations of contamination are found in the work area(s), the Contractor shall repeat the cleaning, at the Contractor's expense, until the area complies. Following the final visual inspection, the critical barriers should remain in place and the work area remain taped-off and closed to general foot traffic and construction work until the following testing procedure(s) are accomplished.

WIPE TESTING PROTOCOL: Following the final visual inspection, a certified lead inspector or lead inspector/risk assessor shall take one lead wipe sample from the floor, window sill, and window well of each individual room that has undergone interior lead hazard control/abatement activity. If only a portion of a room is enclosed as a lead control area, an additional sample shall be collected from the floor outside the regulated area within ten feet from the entrance to the regulated area. In addition, the inspector shall collect one floor wipe of each exterior porch floor. Sample location selection is at the lead inspector's discretion.

Clearance dust wipes shall meet the standards listed in the U.S. HUD's, "Revised Dust Action Levels for Risk Assessment and Clearance; Clearance of Porch Floors" (Policy Guidance #2017-01 Rev1). <10 µg/sf on Interior floor surfaces; <40 µg/sf on Exterior porch floor surfaces; <100 µg/sf on Interior window sill surfaces; <100 µg/sf on Interior window well/trough surfaces. *Note that the required use of these action levels applies only to the OLHCHH's LBPHC and LHRD grants, and does not constitute rulemaking under HUD's Lead Safe Housing Rule (24 CFR 35, subparts B – R), nor apply to work conducted under that rule; nor does it apply to EPA's Lead-Based Paint Hazards rule nor their Work Practice Standards for Conducting Lead-Based Paint Activities rule (40 CFR §§ 745.65 and 745.227, respectively).* Following wipe analysis, if lead dust levels in any room tested are in excess of clearance levels referenced above, the Contractor shall repeat the cleaning sequence until clearance levels have been achieved. Costs associated with retesting shall be incurred by the Contractor.

XRF TESTING PROTOCOL: Following the final visual inspection and in addition to wipe testing, a certified lead inspector shall test every component from which lead paint has been removed using an XRF Spectrum Analyzer. Components found to contain lead ≥ 1.0 mg/cm² of surface area shall be re-abated by the Contractor at no additional expense to Owner/Town, until the surface tests at <1.0 mg/cm² of lead.

SOIL TESTING PROTOCOL: For soil abatement or exterior paint removal situations where documentation of soil decontamination is required or desired: For contaminated soil removal areas and soil areas from within exterior paint removal work areas, a certified CT Lead Inspector or Lead Inspector Risk Assessor shall take post-abatement soil samples (one composite for every 500 square feet of soil area at randomly selected areas) and have the samples analyzed for total lead via AAS. Samples shall be taken using a device such as a steel trowel to extract the top ½ inch of soil. Three randomly selected samples shall be taken from each 500 square foot area and collected into one composite sample for analysis. Soil sampling shall occur prior to the Contractor filling excavated area with new soil.

If any of the post abatement soil samples exceed 200 milligrams of lead per kilogram of soil when analyzed via AAS, one of the following shall be done by the Contractor, as approved by Owner/Town: Remove an additional four inches of contaminated soil from the work area; Cover the contaminated soil with four inches of uncontaminated soil (containing less than 200 mg/kg) raked and compacted smooth and covered using protocol in Section 1.7.6; Cover the contaminated soil with new sod; or cover the contaminated soil with permanent covering (asphalt, concrete, etc.) The cost for any additional soil abatement work required in an abatement area as a result of improper exterior abatement operations shall be borne by the Contractor.

After all satisfactory clearance results have been met the Contractor shall remove the critical barriers and conduct a final clean-up of the work areas.

1.11 Disposal of Lead Waste

The Contractor shall: Dispose of all non-hazardous/general waste generated from the abatement/hazard control activities at no additional cost to Owner/Town as specified in the Agreement signed by the Contractor and Owner. Disposal of non-hazardous lead waste shall take place in accordance with all applicable disposal regulations, including the CT Solid and Regulated Waste Standards. Containerize all materials presumed to be contaminated by lead during abatement/hazard control activity in 6 mil poly bags and securely seal with duct tape for disposal as lead-contaminated waste. Types of materials include, but are not limited to: mop heads, broom heads, rags and sponges used in the clean-up activity, along with paint chips, poly sheeting, disposable clothing, small removed building components (not able to penetrate the bag), and/or HEPA vacuum debris. Completely wrap all larger removed building components (door/window components, trim work, etc.) in 6mil poly and seal with duct tape. Metallic waste components generated should be transported to a scrap metal yard for recycling and exemption from hazardous waste regulation.

Disposal of hazardous lead bearing waste shall comply with the requirements of the Resource Conservation and Recovery Act (RCRA). Waste stream materials generated during abatement shall be stored on site and tested via TCLP to determine disposal requirements. TCLP testing and analysis shall be the responsibility of the contractor. The hazardous lead bearing material shall be offered for transportation and transported in compliance with the Code of Federal Regulations, Title 49, Chapter 1, Part 173, Subparts A, B, C, and D and Paragraph 178.118. Transport vehicles (hopper or dump type) shall be free from leaks and discharge openings shall be securely closed during transportation. All storage containers (roll offs or drums) shall have a protective liner and removable lid. These containers shall not have any indentations or damage that would allow seepage of the contained material. Disposal of hazardous lead bearing material

shall comply with the requirements of, and authorized by, the Office of Solid Waste Management, Department of Environmental Protection, State of Connecticut, including Sections 22a-209-1, 22a-209-8(c), 22a-449(c)-11, and 22a-449(c)-100 through 110 and the EPA.

Dumpsters containing hazardous waste are to be kept covered and locked when not in active use for the loading of materials. All containers of hazardous lead bearing material shall be labeled in accordance with 40 CFR 260 through 271 and 29 CFR 1926.62. All hazardous lead-bearing waste removed from the site by the Contractor shall be containerized in lined roll-offs or barrels. Store waste materials in U.S. Department of Transportation (49 CFR 178) approved containers. Properly label and placard each container to identify the type of waste (49 CFR 172) and the date the container was filled. The disposal containers shall be labeled with a six-inch square, yellow, weatherproof, hazardous waste sticker in accordance with U.S. DOT/EPA regulations, by the Contractor. Contractor may not store containerized hazardous lead waste on the job site for in excess of 90 calendar days from the accumulation start date. Contractor shall utilize a certified transporter for hazardous waste in compliance with DOT 49 CFR Part 172. Contractor shall submit the completed Uniform Hazardous Waste Manifest, EPA Form 8700-22, to Owner/Town for each load of hazardous waste that leaves the site within 30 calendar days following the date the load leaves the site. Contractor shall ensure that the EPA Form 8700-22 is signed and dated by the building owner prior to leaving the site.

When all necessary procedures have been completed, then the hazardous waste shall be shipped to the hazardous waste disposal facility. Any spillage of debris during disposal operation, i.e., loading, transport and unloading, shall be cleaned up in accordance with the Code of Federal Regulations, Title 40, Chapter 1, Part 25, Subparts C and D, at the Contractor's expense. The Contractor is liable for any fines, costs or remediation costs incurred as a result of the failure to be in compliance with this special provision and all federal, state and local laws. Final payment requisitions for the contract will not be processed until a signed copy of the manifest from the treatment or disposal facility certifying the amount of lead-containing materials delivered is returned and a copy is furnished to Owner/Town.



ATTACHMENTS

- **Property Photos/Field Sketches of Site**

902 South Quaker Lane, West Hartford, Connecticut

Photos taken by TRC (8/29/2019)

360015.0001



PHOTO 1- Side A

Side A= Street Side; Sides B, C, D follow clockwise

902 South Quaker Lane, West Hartford, Connecticut

Photos taken by TRC (8/29/2019)

360015.0001

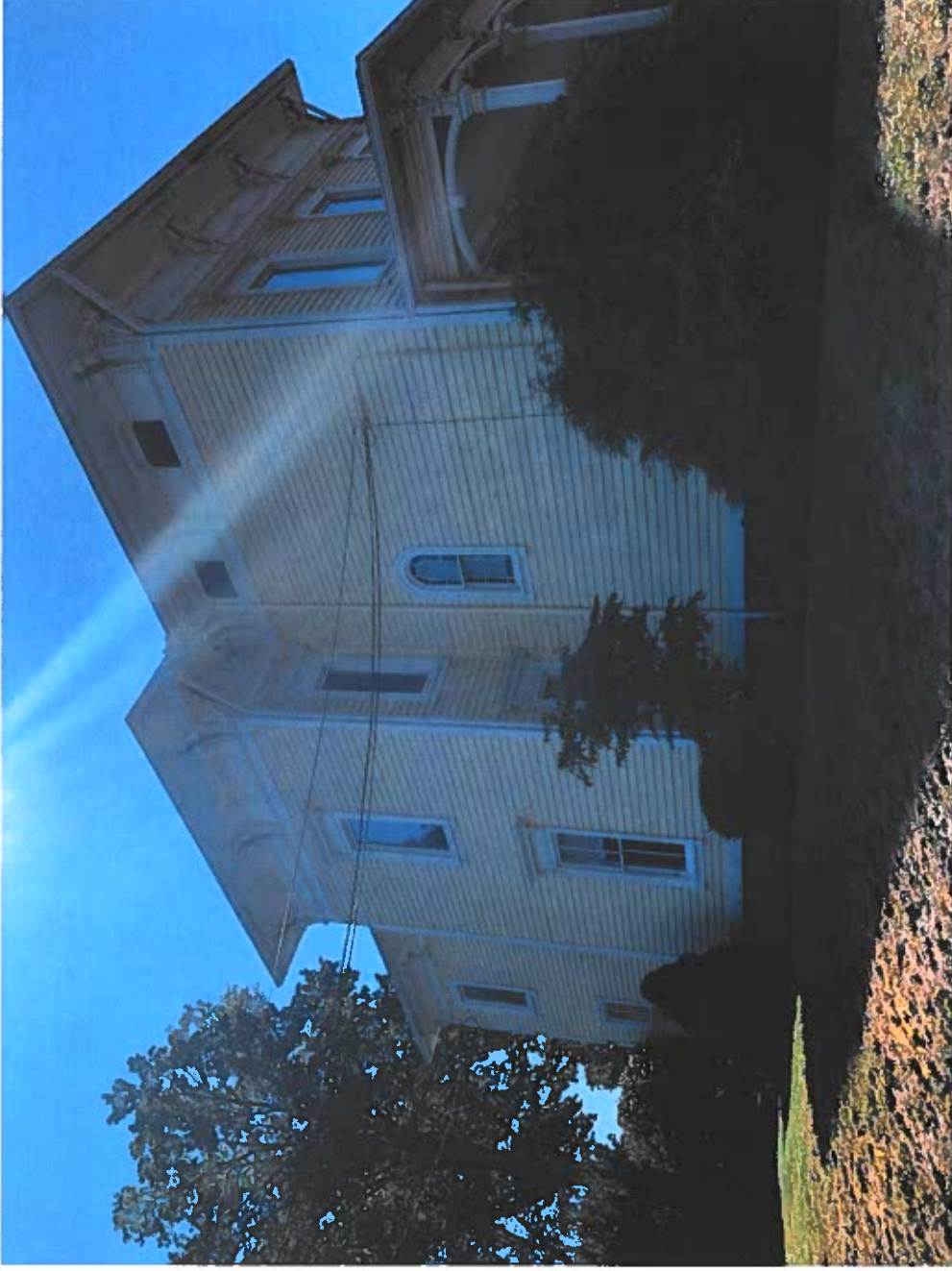


PHOTO 2- Side B

Side A= Street Side; Sides B, C, D follow clockwise

902 South Quaker Lane, West Hartford, Connecticut

Photos taken by TRC (8/29/2019)

360015.0001



PHOTO 3- Side C

Side A= Street Side; Sides B, C, D follow clockwise

902 South Quaker Lane, West Hartford, Connecticut

Photos taken by TRC (8/29/2019)

360015.0001



PHOTO 4- Sides C&D

Side A= Street Side; Sides B, C, D follow clockwise



SUBJECT Futures, Inc.

SHEET NO. _____ OF _____


PROJECT NO. _____

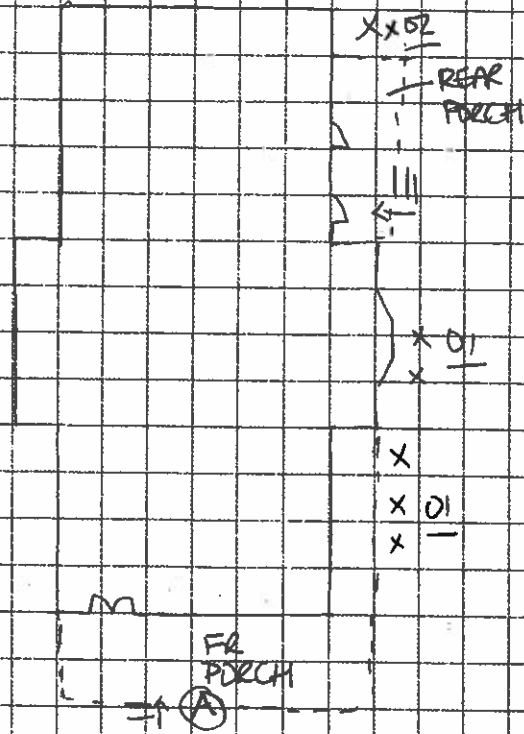
DATE 8/29/19

BY EB

CHK'D _____

EXTERIOR

4' 
4'





SUBJECT Future, Inc

SHEET NO. _____ OF _____

PROJECT NO. _____


DATE 8/29/19

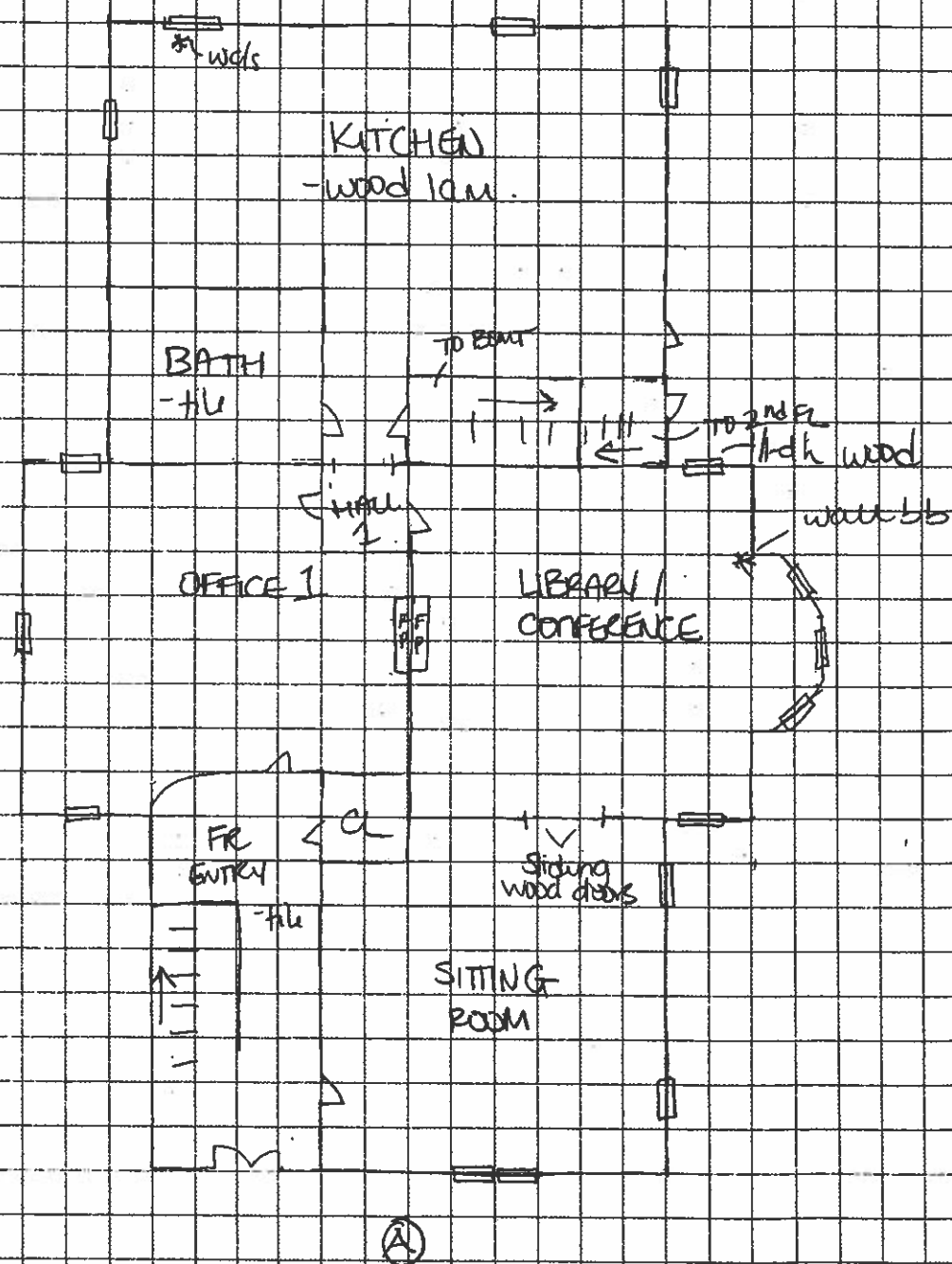
BY ES

CHK'D _____

- 9/2 wood double hung
- wood floors
- * - location of deteriorated point

1st Floor

2' 
2'





SUBJECT Futures, Inc.

SHEET NO. _____ OF _____

PROJECT NO. _____


DATE 8/29/19

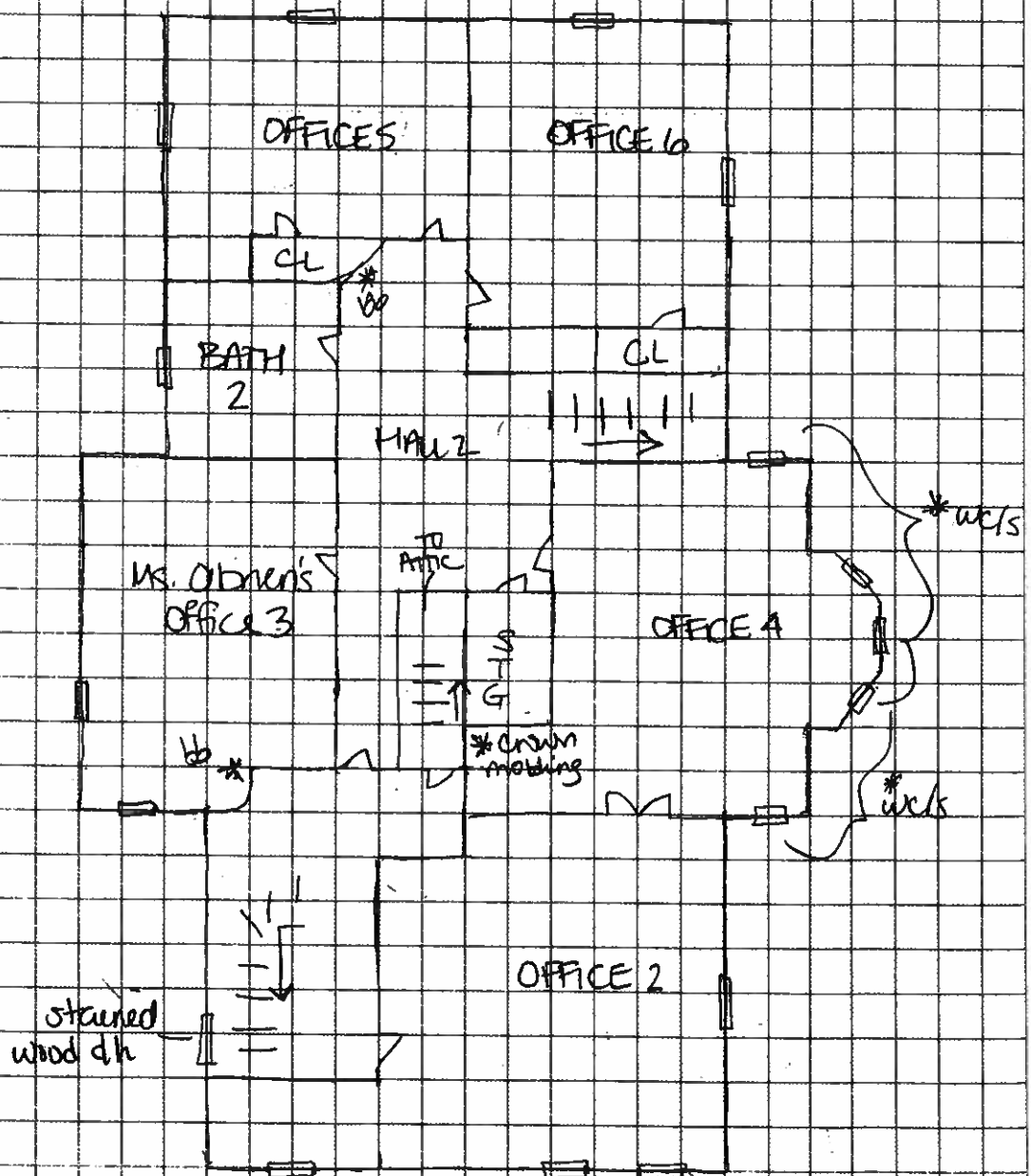
BY EB

CHK'D _____

2nd FLOOR

- 1-pane vinyl casement
- wood floors

2' 





SHEET NO. _____ OF _____

PROJECT NO. _____

DATE 8/29/85

BY EB

CHK'D _____

BASEMENT

~4'	
	~4'

This entire area:

- brick v/lr walls
- conc v/lr FL

All windows
9 pane
~~thick~~
glass cubes

S		
T		FOOD
G		STGT
		(ALL SHIP)

A