



Town of Fairfield

Sullivan Independence Hall
725 Old Post Road

Fairfield, Connecticut 06824
Purchasing Department

(203) 256-3060
FAX (203) 256-3080

BID #2012-11 DEMOLITION OF 2ND FLOOR PORCH & ABATEMENT OF LEAD BASED PAINT

TOWN OF FAIRFIELD
PURCHASING AUTHORITY
725 OLD POST ROAD
INDEPENDENCE HALL
FAIRFIELD, CT 06824.

Date Submitted _____ 2011.

SEALED BIDS are subject to the standard instructions set forth on the attached sheets. Any modifications must be specifically accepted by the Town of Fairfield, Purchasing Authority.

Bidder:

Doing Business As (Trade Name)

Address

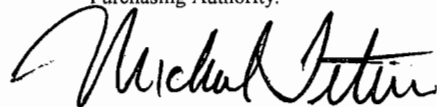
Town, State, Zip

(Mr/Ms) Name and Title, Printed

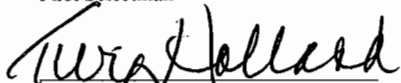
Signature

Telephone Fax

E-mail



First Selectman



Director of Purchasing

23 September 2011

Date

Sealed bids will be received by the Purchasing Authority at the office of the Director of Purchasing, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut 06824, up to:

11:00AM, Thursday, 20th October, 2011

To provide labor, materials, equipment, and all else necessary, to perform demolition of second floor porch and abatement of lead based containing components and contaminated soil, including all other associated work to complete the project, located at 1986/1989 Kings Highway, Fairfield, CT, as detailed in the following specifications.

NOTES:

1. Bidders are to complete all requested data in the upper right corner of this page and must return this page and the Proposal page with their bid.
2. No bid shall be accepted from, or contracts awarded to, any person/company who is in arrears to the Town of Fairfield upon debt, or contract or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Fairfield.
3. Bid proposals are to be submitted in a sealed envelope and clearly marked "BID #2012-11" on the outside of the envelope, including all outer packaging, such as, DHL, FedEx, UPS, etc.
4. Bid proposals are not to be submitted with plastic binders or covers, nor may the bid proposal contain any plastic inserts or pages.

INVITATION TO BID

The Town of Fairfield (Town) on behalf of Operation Hope is seeking competitive bids from qualified contractors to provide labor, materials, tools, equipment, and all else necessary, to perform demolition of second floor porch and abatement of lead based paint containing components and contaminated soil, proper disposal of all waste and materials, and all other associated work to complete the project, located at 1986/1989 Kings Highway, Fairfield, Connecticut.

Access to site will be available immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence.

Refer to document "Lead Abatement Plan" and "Appendix A – Interior & Exterior Lead Abatement Scope of Work" prepared by AMC Environmental, dated May 31, 2011, for complete scope of work, including any future addenda.

PRE-BID MEETING

A site meeting will commence at **10:00am**, 1986/1989 Kings Highway, Fairfield, CT on **Tuesday, 11th October, 2011**, for prospective bidders to scope the conditions.

- While the meeting is non-mandatory, prospective bidders will be required to sign-in at commencement of the meeting. The sign-in sheet will be posted on the Purchasing Dept website as below. Copies will not be made available at the meeting, nor will they be faxed out.
- All requests for information will be answered in writing as specified below under Addenda.

ADDENDA / REQUESTS FOR INFORMATION (RFI)

Addenda concerning important information and/or modifications to specifications will be posted on the Fairfield Purchasing Department website at www.fairfieldct.org/purchasing.htm

- It is each Bidder's sole responsibility to monitor the above website for all updated information. Addenda will not be mailed, e-mailed or faxed out.
- **Questions concerning the Specifications and Bidding Procedures should be directed in writing to:**
Phil Ryan, Buyer, Purchasing Department. **Email:** PRyan@town.fairfield.ct.us | **Fax:** 203-256-3080
- Written requests for information will not be accepted after **12:00pm** on **Wednesday, 12th October**. Verbal requests for information via phone or other means will not be accepted.
- Failure to comply with these conditions will result in the bidder waiving the right to dispute bid specifications and conditions, no exceptions.

THIS IS A PREVAILING WAGE PROJECT – NO EXCEPTIONS

This project is being funded through Federal Community Development Block Grant (CDBG) dollars and is therefore subject to Davis-Bacon prevailing wage requirements, as well as other laws and authorities. Additionally, the Contractor is required to review and acknowledge applicable federal wage provisions per the attached Federal Labor Standards Provisions. All completed wage forms are required to be submitted by the Contractor, prior to billing. The Contractor is directed to review applicable federal wage provisions per the website listed below. The Town shall apply the most current wage decision applicable at the time of contract award. All current Davis Bacon wage information may be accessed on-line at no cost from www.wdol.gov

The Contractor shall have or be expected to obtain a DUNS (Data Universal Numbering System) number and to register with the Central Contractor Registration (CCR) prior to award.

- Registration information for the Central Contractor Registry can be found at <http://www.ccr.gov/startregistration.aspx>.
- DUNS number registration information may be obtained at http://www.grants.gov/applicants/request_duns_number.jsp.

BID BOND / BID SECURITY

For contracts exceeding \$25,000 – A five (5) percent bid bond or equal approved security as stated per the Terms and Conditions must be submitted with the proposal. Any bid submitted without such security will be excluded from the bidding process, no exceptions.

CONTRACT DOCUMENTS

Contract documents may be viewed and downloaded at no cost from the Town of Fairfield, Purchasing Dept website at www.fairfieldct.org/purchasing.htm

Note printed hard copies of Contract Documents are NOT available to be purchased from the Town of Fairfield.

ENCLOSURES

1. Lead Abatement Plan, dated May 31, 2011
2. Appendix A – Interior & Exterior Lead Abatement Scope of Work, dated Sep 15, 2011
3. Prevailing Wage Rate Schedule
4. Federal Labor Standards Provisions (Form HUD-4010)
5. U.S. Dept of Labor – Payroll (Form WH-347) and Statement of Compliance (WH-348)

REQUIREMENTS

- A. Any sizes or estimate of quantities as indicated are approximate and are not guaranteed in any respect. Prospective bidders are to visit the site to verify scope of the work, measurements, quantities, etc, prior to bidding. The Town reserves the right at all times to increase or decrease the amount of work if deemed in the best interest of the Town.
- B. Price is to include all labor, materials, tools, licenses, permits, etc, required to properly complete the project, including but not limited to the following:
 1. Local building department and Fire Marshall approvals' of drawings/specifications prior to construction.
 2. Abatement and proper disposal of all lead based paint containing components.
 3. Soil remediation and proper disposal of contaminated waste.
 4. Demolition of second floor porch structure and associated roofing materials.
 5. Convert second floor door to window.
 6. Construct a fixed awning directly above front door.
 7. Site preparation and replacement of contaminated soil as defined in the scope of work.
 8. Remove and replace vinyl siding, clapboard, doors, framework, trim and sills.
 9. Caulking, painting.
 10. Clean-up.
- C. The Bidder must not discriminate, nor permit discrimination, against any person on the grounds of race, color, national origin, religion, sex, handicap, or veteran status, in their employment practices, in any of their contractual arrangements, in all service and accommodations they offer to the public, and in any of their other business operations.
- D. It is a national policy to provide minority and women's business enterprises (M and WBEs) the maximum opportunity to participate in activities carried out under public funding and to award a fair share of contracts to M and WBEs.
- E. The successful bidder MUST secure all required permits prior to commencing work on the site. Upon application for a building permit the Town of Fairfield will waive the cost of the permit.
- F. The awarded contractor will have access to the site immediately upon award of contract and all work must be completed in a timely manner. Time is of the essence. Work shall be performed during standard business hours, Monday through Friday, except for public holidays.
All work time must be coordinated with Mr. Tom Christiano, Consultant to Community & Economic Development.
- G. Award of the project, either partial or in its entirety, is contingent upon funding approval by the applicable boards of the Town of Fairfield, including any applicable State or Federal grants.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Price shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid. The price(s) and amount of the bid will have been arrived at independently and without consultation, communication or agreement with any other contractor or bidder.

GUARANTEE

Equipment, materials and, or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and, or unsatisfactory work, shall be borne by the Contractor.

For a period of one (1) year from the date of substantial completion of the contract, the Contractor shall upon written notice remedy any and all defects in materials or workmanship resulting from work done under this contract and repair any damage to any structures or property caused by the Contractor incidental to this work, all such repairs to be done in accordance with instructions furnished by the Manager of Facilities and paid for by the Contractor.

OBLIGATION OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools, and appliances necessary or proper for performing and completing work required by this contract in a manner specified. All the work, labor, and materials to be done and furnished under this contract shall be done and furnished strictly pursuant to and in conformity with the specifications hereto attached and other directions of the Owner, as given from time to time during the progress of the work under the terms of the contract. The Contractor shall complete all work to be done under this contract to the satisfaction of the Owner and in accordance with the specifications and drawings (where provided) herein mentioned at the prices herein agreed upon.

METHOD OF DOING WORK

The work must be started and done by the Contractor in such a manner as not to encounter delays to the traveling public owing to delays in doing the work. It must be pushed to completion with all possible speed and no inconvenience to traffic will be permitted where such inconvenience may be avoided.

The Contractor shall conduct the work in such a manner so as not to interfere with or willfully annoy employees and officials of the Town of Fairfield, employees of public utilities, residents of the building and residents adjacent to the work and the general public.

The Contractor shall employ only competent employees to perform the work. The Owner shall notify the Contractor, in writing, that any employee on the work is in the Owners opinion, incompetent, unfaithful, disorderly and otherwise unsatisfactory, such employee shall be discharged from the work and shall not again be employed on it, except with the consent of the Owner.

At the site of the work, the Contractor shall employ at all times while work is in progress, a construction superintendent or foreman who shall have full authority to act for the Contractor and who shall be acceptable by the Owner.

In connection with the execution of the bid, subsequent purchase orders and/or contracts, the Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, or natural origin.

Executive order #11246 inclusive of all its amendments thereto relative to equal employment opportunities and implementation rule and regulations of the Department of Labor and equal employment opportunities are incorporated herein by specific reference.

The Town of Fairfield reserves the right to require the successful bidder(s) to enter into such security arrangements and/or written contracts as deemed necessary by the Town of Fairfield to protect the Town's property and goods and interests.

EXECUTION OF AGREEMENT

The form of Agreement that the successful bidder will be required to execute will be decided by the Owner. The bidder to whom the Contract is awarded, must sign and deliver required copies to the Owner within seven (7) business after notice of award and receipt of Agreement forms from the Owner.

At or prior to delivery of the signed Agreement, the bidder to whom the contract is awarded shall deliver to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Materials Payment Bonds and Performance Bonds as required by the Owner.

Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the work. Failure or refusal to provide Bonds or Certificates of Insurance in a form satisfactory to the Owner shall subject the successful bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

LIABILITY OF CONTRACTOR

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect the work and that of adjacent property (as provided by law and the contract documents) from damage. The Contractor shall take all responsibility for the work and take precautions for preventing injuries to persons and property in or about the work. The Contractor shall assume the defense of and indemnify and save harmless the Owner and its officers, agents, and employees from all claims relating to labor and materials furnished for the work, to inventions, patents and patent rights used in doing the work, or in consequence of any improper materials, implements or labor used therein and to any act, omission or neglect of the Contractor and his/her employees therein.

LIABILITY OF CONTRACTOR (continued)

The Contractor shall conduct the work in such a manner as to interfere as little as possible with travel on the highways and observe all ordinances and statutes relating to obstructing the highway. The Contractor shall provide railing or suitable barricades as good safe practice requires as outlined in the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America and as required by the Owner to prevent accidents or injury to persons, vehicles or animals.

Signs warning the public of construction in the near vicinity shall be maintained at a reasonable distance from either end of the location of active construction or hazardous condition arising therefrom. All barricades, machinery and other hazards or obstructions to the public use of the highway shall be brightly and properly lighted at night.

ASSIGNMENTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of the work provided for therein, or of his/her right, title, interest therein, to any person, firm, partnership or corporation without the written consent of the Owner. If any part of the work is sublet, sold, transferred, assigned or otherwise disposed of, the Contractor will not be relieved of any responsibility in connection therewith.

The Contractor may not subcontract a total of work in excess of 50% of the original total contract value.

EXTRA WORK

The Owner shall notify the Contractor, in writing, of the necessity of such extra work, stipulating its character and extent. Upon receipt of such notification, the Contractor shall advise the Owner, in writing, of the compensation, whether unit price or lump sum as requested, for which he/she proposes to perform the extra work required. The Owner may accept the compensation proposed by the Contractor, or if the Owner considers the prices submitted to be excessive, the Owner may order the work done on a "Cost Plus" basis. In either case, the character and extent of the extra work together with the accepted basis of compensation shall be communicated to the Contractor by means of a change order which, when signed by the Contractor and the Owner, shall become part of the contract.

Unforeseen work made necessary by changes in plan or work necessary to complete the improvements for which no price is provided in the contract, shall be done in accordance with the requirements of the specifications and as directed by the Owner.

RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned, or if at any time the Owner is of the opinion that the Contractor is willfully violating any of the conditions of this contract or is not executing said contract in good faith or that the work is unnecessarily delayed and will not be finished within the prescribed time, the Owner may notify the Contractor and Surety, in writing to that effect. If the Contractor does not, within five (5) business days thereafter, take such measures as will, in the judgment of the Owner, insure the satisfactory completion of the work aforesaid, the Owner shall have the power to notify the Contractor to discontinue all work or any portion thereof, under this contract. A copy of this contract shall go to the surety.

Thereupon the Contractor shall cease to continue said work, on such part thereof as the Owner shall designate. The Owner shall thereupon have the power to place such and so many persons as deemed proper, by contract or otherwise, to work at and complete the work herein described and to use such materials, tools, and appliances found upon the work or to procure other materials, tools, and appliances for the completion of the same and charge the expenses of said labor, materials, tools, and appliances to the Contractor; and the expense so charged shall be deducted and paid by the Owner out of such money as may be then due, or may at any time thereafter grow due to the Contractor under and by virtue of this agreement, or any part thereof; and in case the expense so charged is less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case greater, the Contractor shall pay amount of such excess so due.

DEFINITIONS

Whenever the words defined occur in this Contract and in the specifications hereto attached, they shall have the meanings here given:

1. Owner - The Owner shall mean the Town of Fairfield or any duly authorized official thereof acting in an official capacity.
2. Contractor - Whenever the word "Contractor" is used in these specifications, it shall be understood to mean the person or persons, co-partnership or corporation, who has entered into this contract as the party of the second part, or his/her or their legal representative.
3. Sub-Contractor - Any individual, firm, partnership, or corporation to whom the Contractor sublets or assigns any part or parts of the project covered by the contract with the approval of the Owner.

DRAWING CONFLICT

In the event of conflict between the drawings and specifications, the more stringent shall apply and be included in the contract.

PROTESTS

No protest regarding the validity or appropriateness of the specifications or of the invitation for bids will be considered, unless the protest is filed in writing with the Director of Purchasing, prior to the closing date for the bids.

EXCEPTION TO SPECIFICATIONS

All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

TERMS AND CONDITIONS OF BID

In order to receive consideration, make bids in strict accordance with the following:

1. Make bids upon the forms provided, properly signed and with all items filled out. Do not change the wording of the bid form, and do not add words to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection of the bid. If alterations by erasure or interlineations are made for any reason, explain over such erasure or interlineations with a signed statement from the bidder.
2. Bid proposals are to be submitted in a sealed envelope and clearly marked with the bid number "2012-11" on the outside of the envelope. All prices and notations must be printed in ink or typewritten. No erasures permitted. Bid proposals are to be in the office of the Purchasing Agent, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened. It is the sole responsibility of the bidder to see that the bid is received on time.
3. No telegraphic bid or telegraphic modification of a bid will be considered. No bids received after the time fixed for receiving them will be considered. Late bids will be returned to the bidder unopened.

EXAMINATION OF DOCUMENTS AND SITE OF WORK

Before submitting a bid, each bidder shall examine the drawings carefully, shall read the specifications and all other proposed contract documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work set forth in the proposed contract documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered conclusive evidence that the bidder has made such examination.

Bidders must examine for themselves the plans, profiles, detail drawings, specifications, etc and the location of the proposed work, and must exercise their judgment as to the nature and difficulty of the whole proposed undertaking. The Contractor must assume all risk or variance in any computation or statement by the contract, by whomsoever made and must agree to furnish all tools, machinery, material and labor to clean up, all debris and to complete fully the said work in accordance with the plans and contained either in the specifications or in any of the drawings but omitted from the other will be considered an essential part of the work. The Contractor whose bid is accepted will be responsible for every loss or error arising from ignorance concerning the requirements of the work of the difficulties to be encountered.

Bidders, if requested, must be able to present satisfactory evidence that they have been regularly engaged in the business of constructing such work as they propose to execute and that they are fully prepared with the necessary capital, materials, and machinery to conduct the work to be contracted for the satisfaction of the Owner and to begin work promptly when ordered.

The Owner, or its designated representative, reserves the right to reject any proposal in whole or in part offering equipment and/or materials and/or construction proposals, which in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse.

INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

Any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the proposed contract documents, or finds discrepancies in or omissions from any part of the proposed contract documents, he/she may submit to the person responsible a written request for interpretation thereof not later than the time and date as indicated, before bids are be opened. The person submitting the request shall be responsible for its prompt delivery.

Interpretation of correction of proposed Contract Documents will be made only by addendum posted on the Town of Fairfield website as indicated. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

PRE-CONSTRUCTION MEETING

Prior to the commencement of any work, the contractor shall attend the pre-construction meeting at a date and time set that is convenient to all parties.

CHANGE ORDERS

The maximum amount of overhead and profit that will be permitted on any change order is a total amount of 10%.

HANDLING AND DISTRIBUTION

The Contractor shall at his own expense handle, haul and distribute all materials and all surplus materials on the different portions of the work, as necessary. He/she shall provide suitable and adequate storage area for materials during the progress of the work and be responsible for loss of, or damage to, materials furnished or accepted by him/her, until the final acceptance of the work. Storage charges by transportation companies and vendors which result from delays in handling shall be borne by the Contractor.

MATERIALS, SAMPLES INSPECTION APPROVAL

Unless otherwise indicated on the drawings (where provided) or specified, only new materials shall be incorporated in the work. All materials furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Owner. Facilities and labor for the handling and inspection of all materials shall be furnished by the Contractor. Defective materials shall be removed immediately from the site of the work.

INTERFERENCE WITH AND PROTECTION OF STREETS

The Contractor shall not close or obstruct any portion of a street, road or private way without obtaining permits therefore from Owner. If any street or private way shall be rendered unsafe by the Contractor's operations, he/she shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Town or owner of the private way.

Streets, roads, private ways and walks not closed shall be maintained passable by the Contractor at his/her expense and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.

The Contractor with 24 hours in advance, shall notify the Police Dept and Fire Dept in writing if the closing of a street is necessary, and shall cooperate with the Police Department in the establishment of alternate routes and, at own expense, shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials, construction equipment and materials to be incorporated in the work shall be placed so as not to injure workers, and so that free access can be had at all times to all parts of the work, and to all public utility installations in the vicinity of the work.

Excavated materials and any other materials shall be kept neatly piled and compactly stored in such location causing for minimum of inconvenience to public travel and adjoining tenants. There shall be no stockpiling of materials within the street lines during non working hours. There shall not be stockpiling or placement of excavated or other materials on private or personal property without prior written permission of the owner thereof.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the drawings and specifications. During the prosecution of the work he/she shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore and for the accurate construction of the entire work.

COMPUTATIONS OF QUANTITIES

For estimating quantities in which the computation of area by geometric methods would be comparatively laborious, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

PLANNING AND PROGRESS SCHEDULES

Before starting the work, the Contractor shall submit to the Owner a written description of the methods he/she plans to use in doing the work and the various steps he/she intends to take. The Contractor and Town will agree to such progress schedules in writing which shall be incorporated as a provision of the Contract.

PRECAUTIONS AGAINST ADVERSE WEATHER

During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the work may be properly and satisfactorily done in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building-paper shelters or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging or drying will result. Protected spaces shall be artificially heated by approved means, which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated in accordance with applicable ASTM, ASA and/or AC specifications so that the mixture will be warm throughout when used.

BID PROPOSAL FORM

PROPOSAL TO: Town of Fairfield, Purchasing Department
First Floor, Sullivan Independence Hall
725 Old Post Road, Fairfield, Connecticut 06824

I, _____ have received the following contract documents,

1. Bid Document #2012-11,
2. Addenda ___ through ___, posted at www.fairfieldct.org/purchasing.htm
3. Enclosures (Abatement Plan / Appendix A) as prepared by AMC Environmental,
4. Prevailing Wage Bid Package, Payroll (Form WH-347) and Statement of Compliance (WH-348),

and have included their provisions in my Proposal. I shall supply all labor, materials, tools, equipment, permits, taxes and insurances, etc in accordance with the entire contract documents, to perform demolition of second floor porch and abatement of lead based paint containing components and identified 3-6 inches of contaminated soil at A/B and A/D facades, including proper disposal of all waste and materials, and all other associated work to complete the project, located at 1986/1989 Kings Highway, Fairfield, Connecticut, for the lump sum amount of:

(\$ _____) /lump sum _____ Dollars
(Written Amount)

Cost to remove and dispose of excess contaminated soil:

The following unit pricing shall be used to adjust the contract amount if contaminated soil exceeds identified three (3) to six (6) inches as identified at A/B and A/D facades, included in the above lump sum amount.

(\$ _____) /cubic yard _____ Dollars
(Written Amount)

All pricing shall include the cost of labor, materials, equipment, tools, mobilization, delivery, permits (where not waived by the Town), licenses, overhead and profit, taxes (except from which Owner is exempt) and insurances.

Hourly Rates: Supervisor \$ _____ /hr Foreman \$ _____ /hr Journeyman \$ _____ /hr Apprentice \$ _____ /hr

Mark-up over Cost for Materials shall be _____ % for any additional work where requested.

Work shall be completed _____ days after receipt of written notice to proceed / purchase order.

A complete itemized schedule of values shall be required to be provided by the Contractor, prior to award of contract.

The following must be submitted with proposal:

- Cover page, completed and signed.
- Addenda acknowledged per Item 2 on Bid Proposal Form, or
- Signed and submitted with modified pricing if requested.
- List of references where projects performed of comparable size and scope within the past three years.
- Schedule of values.
- List of all sub-contractors identifying each trade, hourly rates, and Tax ID number.
- Prices submitted contain Prevailing Wage Rates.
- Bid Bond or equal approved security.
- Exceptions, itemized and attached to Bid Form.

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

Name and Title of Authorized Representative (Printed)

Signature

Date

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

BID PROPOSALS

Bid proposals are to be submitted in a **sealed envelope** and clearly marked on the outside "**BID #2012-11**" including all outer packaging such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Bid proposals are to be in the office of the Purchasing Authority, First Floor, Independence Hall, 725 Old Post Road, Fairfield, Connecticut, prior to date and time specified, at which time they will be publicly opened.

RIGHT TO ACCEPT / REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF FAIRFIELD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF FAIRFIELD.

QUESTIONS

Questions concerning conditions, bidding guidelines and specifications **should be directed in writing to:**

Phillip Ryan, Buyer: PRyan@town.fairfield.ct.us - Fax (203) 256-3080

Inquiries must reference date of bid opening, requisition or contract number, and must be received no later than as indicated in the bid documents prior to date of bid opening. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PRICES

Prices quoted must be firm, for acceptance by the Town of Fairfield, for a period of ninety (90) days. Prices shall include all applicable duties. Bidders shall be required to deliver awarded items at prices quoted in their original bid.

F.O.B. DESTINATION

Prices quoted shall be Net – Delivered to destination. Bids quoting other than F.O.B. Destination may be rejected.

BID BOND

The **BID BOND** furnished, as bid security, must be duly executed by the bidder as principal. It must be in the amount equal to five percent (5%) of the total estimated bid, as guarantee that, in case the contract is awarded to the bidder, the bidder will, within ten days thereafter, execute such contract and furnish a Performance Bond and Payment Bond.

Small businesses may elect to obtain an irrevocable letter of credit or cashier's check in lieu of the Bid Bond. Such surety must also be in an amount equal to at least five percent (5%) of the total estimated bid. **Failure to provide a Bid Bond or equivalent security is not cause for a waiver defect. Any bid not accompanied by such security will be excluded from consideration.**

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Fairfield. The Town will waive its application and permit fees for Town of Fairfield projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Fiscal Officer for correctness and legality. Appropriate checks shall be drawn by the Fiscal Officer for approved claims or charges and they shall be valid without countersignature unless the Board of Selectmen otherwise prescribed.

PAYMENT PERIOD

The Town of Fairfield shall put forth its best effort to make payment within thirty days (30) after delivery of the item acceptance of the work, or receipt of a properly completed invoice, whichever is later. Payment period shall be net thirty days (30) unless otherwise specified. For projects that do not require a performance or bid bond, The Town of Fairfield reserves the right to retain five percent (5%) of total bid amount, which is payable ninety (90) days after final payment or acceptance of the work.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

THE CONTRACTOR

The Contractor for the work described shall be thoroughly familiar with the requirements of all specifications, and the actual physical conditions of various job sites. The submission of a proposal shall be construed as evidence that the Contractor has examined the actual job conditions, requirements, and specifications. Any claim for labor, equipment, or materials required, or difficulties encountered which could have been foreseen had such an examination been carefully made will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF BIDS

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Fairfield reserves the right to determine the low bidder on an individual basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

PERFORMANCE AND LABOR AND MATERIAL BOND

If the project exceeds \$50,000.00 the successful bidder, within seven (7) business days after notification of award, will be required to furnish Performance and Labor and Material Bond provided by a company authorized to issue such bonds in the State of Connecticut, or Certified Check or properly executed Irrevocable Letter of Credit equal to a hundred per cent (100%) of the award.

In the event that the Contractor where required to provide evidence of insurance and a performance bond does not do so before beginning work, the Town of Fairfield reserves the right to withhold payment from such supplier until the evidence of insurance and performance bond has been received by the Town.

BOND REQUIREMENT – NON-RESIDENT CONTRACTORS

1. Non-resident contractors are required to deposit with the Department of Revenue Services a sum equivalent to 5% of the total contract value, as assurance that personal property taxes and/or any other State taxes assessed and due the State during the contract will be paid.
2. If this surety is not deposited with the State, the Town is required to deduct and submit to the State 5% of the total contract value.

GUARANTEE

Equipment, materials and/or work executed shall be guaranteed for a minimum period of one (1) year against defective material and workmanship. The cost of all labor, materials, shipping charges and other expenses in conjunction with the replacement of defective equipment, and/or unsatisfactory work, shall be borne by the Contractor.

CATALOGUE REFERENCE

Unless expressly stated otherwise, any and all reference to commercial types, sales, trade names and catalogues are intended to be descriptive only and not restrictive; the intent is to indicate the kind and quality of the articles that will be acceptable. Bids on other equivalent makes, or with reference to other catalogue items will be considered. The bidder is to clearly state exactly what will be furnished. Where possible and feasible, submit an illustration, descriptive material, and/or product sample.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Fairfield for any and all damages that may be assessed against the Town.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
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LIFE CYCLE COSTING

Where applicable, Life Cycle Costing will be used as a criterion for awarding bids. This is a method of calculating total cost of ownership of an item over the life of the product, which may include operation and maintenance expenses, transportation, salvage value, and/or disposal costs.

INSURANCE

A. **Insurance**: The Contractor shall not commence any work under this Contract until all insurance required by this and the preceding Article has been obtained and Certificates evidencing its issuance have been submitted to and approved by the Owner.

Such policies shall stipulate that no coverage can be changed or canceled, unless the Owner has had thirty (30) days prior notice in writing. Certificates of renewals or changes in policies shall be delivered to the Owner at least thirty (30) days prior to the expiration of the policy.

The following insurance is required to be maintained in full force until all work required by the contract has been fully completed, except that Products/Completed Operations coverage shall be maintained for 5 years.

B. **Workmen's Compensation Insurance**: The Contractor shall carry Workmen's Compensation and Employer's Liability Insurance in the form and in such amounts as may be currently required to comply with the Labor Laws of the State of Connecticut.

C. **Automobile Insurance**: The Contractor shall carry and maintain during the life of the Contract:

Comprehensive Automobile Bodily Injury Liability Insurance with:

- \$ 500,000 each person and
- \$1,000,000 each accident; together with

Property Damage Liability with limits of:

- \$ 500,000 each accident and
- \$1,000,000 aggregate.

Or Contractor may carry a policy with a combined single limit of \$1,000,000.

This policy shall include all liability of the Contractor arising from the operation of all self-owned motor vehicles used in the performance of the Contract; and shall also include a "non-Ownership" provision covering the operation of motor vehicles not owned by the Contractor, but used in the performance of the work.

D. **Comprehensive General Liability**:

- Bodily Injury: and Property Damage \$1,000,000
- Products/Completed Operations \$1,000,000
- Umbrella policy \$5,000,000

This policy shall include SubContractor's Liability coverage, protecting the Contractor and the Town against liability arising out of the activities of Subcontractors engaged by him in the performance of the work.

The following entities shall be named as additional insured on the General Contractor's and Subcontractors' Comprehensive General Liability, Umbrella:

- Town of Fairfield, its officers, employees and agents, and Operation Hope, its officers, employees and agents.

E. **Subcontractor's Insurance**: Each Subcontractor engaged by the Contractor to perform any of the work under the Contract shall comply with the foregoing insurance requirements stipulated under paragraphs a) and b) and c) and d) with respect to his own operations; and Certificates of such insurance coverage shall be filed with the Owner before commencing any work, as hereinbefore stipulated.

F: **Hold Harmless**: Contractor shall defend, indemnify, and hold harmless the Town of Fairfield, its officers, employees, agents or volunteers, from and against any and all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of, or in any way arising out of, this Agreement, unless caused by the sole negligence of the Town.

**PURCHASING AUTHORITY
TOWN OF FAIRFIELD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF BID**

FEDERAL, STATE, AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project, including but not limited to, the Federal funding Accountability and Transparency Act of 2006 (Public Law 109-282), shall apply to the contract and are deemed to be included herein. **This project is being funded through Federal Community Development Block Grant (CDBG) dollars and is therefore subject to Davis-Bacon prevailing wage requirements, as well as other laws and authorities.** The Contractor is required to review and acknowledge applicable federal wage provisions per the attached Federal Labor Standards Provisions. All completed wage forms are required to be submitted by the Contractor, prior to billing. The Contractor is directed to review applicable federal wage provisions per the website listed below. All current Davis Bacon wage information may be accessed on-line at no cost from www.wdol.gov. The Town shall apply the most current wage decision applicable at the time of contract award.

CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer / employee / member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

SCOPE OF WORK/SITE INSPECTIONS

The bidder declares that the scope of the work has been thoroughly reviewed and any questions resolved (see above for name and number of individual to contact for questions). If applicable, the bidder further declares that the site has been inspected as called for in the specifications (q.v.).

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Authority prior to the closing date for the bids. All bid proposals rendered shall be considered meeting the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.

TAX EXEMPT

Federal Tax Exemption 06-75-0063-K

Exempt from State Sales Tax under State General Statutes Chapter 219-Section 12-412 Subsection A.

No exemption certificates are required and none will be issued.

REFERENCES

Provide reference details of most recent similar scope projects performed:

REFERENCE #1:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #2:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #3:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #4:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

REFERENCE #5:

Name of Company _____ Phone _____
Contact Person _____ Cell _____
Company Address _____ Fax _____
Date work completed _____ Email _____

SUBCONTRACTORS

Provide subcontractor details if any are to be employed as part of this contract, including labor rates:

SUBCONTRACTOR #1:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #2:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

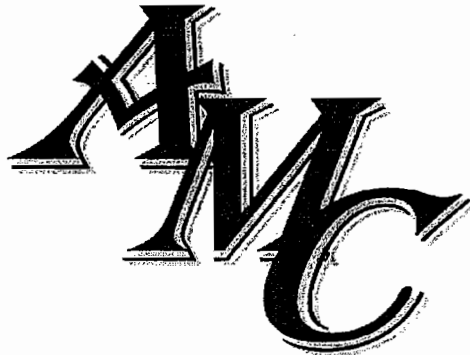
SUBCONTRACTOR #3:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

SUBCONTRACTOR #4:

Name of Company _____ Fed ID # _____
Contact Person _____ Title _____
Company Address _____ Phone _____
Trade _____ Email _____
Rates: Supervisor \$ _____/hr Foreman \$ _____/hr Journeyman \$ _____/hr Apprentice \$ _____/hr

NOTE: All sub-contractors are subject to approval by the Town of Fairfield and are required to provide Fed ID #.



ENVIRONMENTAL, LLC

LEAD ABATEMENT PLAN

**1989 Kings Highway
Fairfield, CT**

Prepared for:

**Mr. Tom Christiano
Town of Fairfield
611 Old Post Road
Fairfield, CT 06824**

Prepared by:

Jason Pringle
Lead Planner / Project Designer
Certificate No. 002151

**AMC Environmental, LLC
P.O. Box 423
Stratford, CT 06615**

DATE: May 31, 2011

INTRODUCTION

This document is a lead abatement plan. The State of Connecticut Department of Public Health (CT DPH) regulations, Section 19a-111, applies to 1989 Kings Highway in Fairfield, CT. These documents require the abatement of all defective and frictional lead-based surfaces accessible to children in the home. The Hazard Remediation protocols apply to the indoor and outdoor areas of the home that children have access to.

The work will not be performed while tenants occupy the residence.

PROPERTY INFORMATION

Facility Name:
Property Address: 1986 Kings Highway
Fairfield, CT

Is the building also a residential dwelling? YES

Property Owner(s):
Owner(s) Address:

Legal Owner
Representative:
Phone No:

Representative:

Phone No:

LEAD TESTING FIRM

Name: AMC Environmental, LLC
Address: 622 Clinton Avenue, Bridgeport, CT 06605
(203) 378-5020

Inspector's Name: Richard Onofrio
Lead Inspector Risk/Assessor Certification No: 002217

Date of Inspection: March 10, 2011

Lead-Based Paint Testing: Instrument Type
XRF LPA-1

Serial #1326

LEAD PLANNER/PROJECT DESIGNER

Name: Jason Pringle (Certificate No 002151)
Firm/Address: AMC Environmental, LLC
P.O. Box 423
Stratford, CT 06615

FACILITY OCCUPANT INFORMATION

Site Manager:
Telephone No: (XXX) XXX-XXXX

Are there Children Under Six Years Old? YES-Temporarily removed
Are there children equal or older than 6 Years Old? YES

Other Occupants:
Grandfather

LEAD ABATEMENT CONTRACTOR INFORMATION

For any work identified in these specifications as "Lead Based Paint Abatement," a lead abatement contractor shall carry out these activities. The Lead Abatement contractor shall be licensed in the State of Connecticut to perform lead abatement activities. The contractor shall employ only State certified personnel for this work.

Contractor Name:
Lead Contractor License No.:
CT Home Improvement
Contractor Registration No.: TO BE DETERMINED
Address:

Telephone No:
Contact Person Name:

LEAD ABATEMENT SCHEDULE

Starting Date: Date: To Be Determined

NOTIFICATION TO CONNECTICUT HISTORICAL COMMISSION

When a dwelling (residential) is fifty (50) years old or older and requires lead abatement, the owner shall within five (5) working days after completion of the inspection report postmark or hand deliver an inspection report and a good quality photograph of the property to the Connecticut Historical Commission.

Year built: 1914
Is Notification Required: Yes

Send Notification to: Connecticut Historical Commission/Preservation
59 South Prospect Street, Hartford, CT 06106
Phone: (860) 566-3005
Fax: (860) 566-5078

TENANT NOTIFICATION PROCEDURE

- A. Post Warning Signs-Warning signs shall be posted at all entrances and exits to the work area.
- B. The notice shall measure at least 8 1/2" x 11" with letters measuring at least one half (1/2) inch. The notice shall state that the dwelling unit contains a toxic level of lead which may be dangerous and which a child should not be allowed to mouth or chew. The notice shall not be removed until the dwelling unit has been found to comply with Connecticut General Statutes.
- C. Written notice will be given to the residents five (5) working days prior to the abatement start date. The notice shall include:
 - The resident has the right to receive a summary of the report of the lead inspection and/or the lead management plan, and the post abatement inspection report.
 - The resident has the right to get information prescribed by the department concerning the toxicity of lead and precautions that should be taken to avoid exposure.
 - The list of surfaces to be abated.
 - The list of soil areas to be abated.

REPAIRS PRIOR TO ABATEMENT

Any deteriorated substrates such as rotted plywood sheathing under the siding, must be corrected prior to abatement. Uncorrected problems may cause damage to lead based paint surfaces or may cause abatement procedures to fail.

ABATEMENT TECHNIQUES TO BE USED

The Scope of work lists the lead abatement techniques that will be used. PART 3- "EXECUTION" section 3.5 describes the Lead abatement procedures.

WORK PRACTICE

With chipping/peeling paint the potential for becoming lead poisoned is increased if improper work practices are used. While performing the work, lead safe work practices must be used. The contractor is responsible for using the best available engineering controls to contain lead dust and debris and to reduce the potential for lead emissions to outside the work area. Engineering controls may include but are not limited to, proper containment and control of the work area(s), use of wet scraping/wet sanding methods, and use of HEPA vacuum attachments on power tools. Items that must be taken into consideration are: room/area preparation, worker protection, surface preparation, clean up, and waste disposal.

CONTAINMENT OF WORK AREA

The abatement area shall be properly contained to protect the Facility and the environment in accordance with regulations and the attached technical specifications (See Section 3.4 ABATEMENT PREPARATION).

CLEANING AFTER LEAD-BASED PAINT ABATEMENT

(Prior to Clearance Testing)

- A. Debris - removed debris shall be bagged or wrapped in polyethylene sheeting for transporting out of the abatement area.
- B. Sheeting - polyethylene sheeting shall be cleaned by wet sweeping and HEPA vacuuming. The polyethylene sheeting shall be folded over upon itself to trap any remaining debris.
- C. Preliminary Clean Up - After the polyethylene sheeting has been removed, the floors shall be HEPA vacuumed and washed with a solution of Tri-sodium phosphate (TSP).
- D. Final Cleaning - Final cleaning shall be conducted no earlier than 24 hours after completion of active abatement. The abatement areas including all horizontal surfaces and floors shall be HEPA vacuumed, washed with TSP, and HEPA vacuumed again.
- E. Polyethylene isolation barriers shall remain in place until final wipe sampling criteria has been met.

RE-OCCUPANCY

AMC Environmental, LLC will conduct clearance testing prior to re-occupancy of abated area(s).

Lead Consultant Contractor: AMC Environmental Consultants, LLC
CT License No. 000134
622 Clinton Avenue, Bridgeport, CT 06615
(203) 378-5020

Lead Inspector/Risk Assessor Name: Richard J. Onofrio Certification No. 002217

- A. Visual Inspection - After final cleaning, the inspector shall perform a visual inspection to identify any remaining dust. The inspection may entail the use of white gloves.

- B. Clearance Sampling - Upon acceptance of the abatement area, the inspector shall perform wipe sampling on the floor, sill and wells of the abatement area within the dwelling unit. Since only a portion of a dwelling unit has been abated, a sample shall be collected from the floor outside of each containment within ten (10) feet of the entrance to the abatement area upon completion of abatement activities.
- C. Clearance Sample Locations - According to Connecticut Department of Public Health dust wipe samples shall be collected from each room where abatement activities occurred.
- D. Clearance Wipe Sampling Criteria- The following dust wipe criteria shall be met prior to re-occupancy:
 - a. Floors - 40 ug/ft²
 - b. Window sills - 250 ug/ft²
 - c. Window wells - 400 ug/ft²
- E. Soil Sampling-Bare soil locations shall be addressed and sampled to ensure acceptable levels of lead are present.
- F. Soil Sample Criteria:
 - a. Play areas: 400 ug/gram (ppm)
 - b. Other Areas: 2000 ug/gram (ppm)
 - c. Permanent Abatement Required: 5000 ug/gram (ppm)
- G. The final visual inspection and dust wipe sampling shall be performed by a certified lead inspector, certified risk assessor or authorized code enforcement official.

WASTE DISPOSAL

Lead abatement waste shall be properly disposed of. Disposal of lead waste shall be in accordance with all local, state, and federal regulations. Waste characterization shall be determined by the Toxic Characteristic Leachate Procedure (TCLP). Hazardous Waste is characterized as waste that contains lead concentrations greater than 5 ppm by the TCLP analyses. Non-hazardous Solid Waste is characterized as waste that contains lead concentrations between 0 and 5 ppm by the TCLP analyses. Waste characterization is the responsibility of the Contractor performing the abatement work. Samples shall be collected at the time of the abatement operations as not to cause unnecessary risk of exposure to present occupants.

WORKER PROTECTION

Lead abatement workers shall be required to monitor exposure during abatement activities as required by The Department of Labor (DOL) and The Occupational Safety and Health Administration (OSHA) regulation "Lead in Construction Final Rule and Notice" CFR 1926.62.

The minimum respiratory protection required for work shall be the half-face negative pressure respirator equipped with High Efficiency Particulate Air Filters (HEPA) capable of filtering 99.97 percent of mono-dispersed particles of 0.3 microns in diameter or greater. Additional respiratory protection shall be used if determined by personnel air monitoring data. Workers shall be required to wear disposable Tyvek suits equipped with hoods and booties.

Note: Smoking, eating, drinking or the application of cosmetics or lip balm, are not permitted within the work area. Use of personal clothing and footwear is not permitted during abatement activities.

Section 3.3 describes the required worker hygiene practice and hygiene facilities.

LEAD ABATEMENT SCOPE OF WORK

Appendix A includes the Interior Lead Abatement Scope of Work of 1989 Kings Highway, Fairfield, CT.

LEAD HAZARD REMEDIATION

LEAD ABATEMENT CONTRACTOR

1. Only a Licensed Lead Abatement Contractor may perform the work described as lead-based paint abatement below. Only personnel certified by the State may carry out the work.
2. The Lead Abatement Contractor shall possess insurance for lead paint abatement operations including pollution liability insurance.

PART 1 – GENERAL

1.1 RELATED DOCUMENTS:

General provisions of the contract, including any additional requirements of the owner apply to this Section.

1.2 SECTION INCLUDES:

Procedures for lead-based paint abatement work identified in Abatement Scope of Work prepared for each property. Refer to Scope of Work for specific work locations and scope.

1.3 DEFINITIONS:

- A. **Abatement:** Means the encapsulation, enclosure, replacement, or removal of paint, plaster, building components, or other material containing toxic levels of lead which pose an unacceptable risk of exposure from interior and exterior surfaces in a manner such that children and adults are protected from present and future risk of lead poisoning.
- B. **Abatement Area:** Means the interior or exterior areas in which abatement will be performed under containment.
- C. **Containment:** Means a process for protection of workers, residents, and the environment by isolating areas from exposures to lead dust and debris created during abatement in the work area(s).

- D. **Decontamination of Personnel:** Shall be at a minimum, HEPA vacuuming of disposable personal protective clothing, hand and face washing and following 29 CFR 1926.62(g).
- E. **Defective Surface:** Means peeling, flaking, chalking, scaling, or chipping paint; or, paint over crumbling, cracking, or falling plaster, or plaster with holes in it; paint over a defective or deteriorating substrate; paint that is damaged in any manner such that a child can be exposed to the paint from the damaged area.
- F. **Deleading:** the act of removing, covering, or replacing of components containing a toxic level of lead.
- G. **Hazardous Level of Lead for Waste Disposal:** Is 5.0 milligrams per liter (mg/L) or parts per million (ppm) as defined by RCRA Toxicity Characteristic Leachate Procedure (TCLP).
- H. **High Efficiency Particulate Air (HEPA) Filter:** Means a type of filtering system capable of filtering out particles of 0.3 microns from a body of air at 99.97% efficiency or greater.
- I. **High Phosphate Detergent:** Is a water-based detergent which contains at least five percent (5%) tri-sodium phosphate (TSP).
- J. **Intact Surface:** Means a defect-free surface with no loose, peeling, chipping, or flaking paint. Painted surfaces must be free from crumbling, cracking, or falling plaster and must not have holes in them. Intact surfaces are not damaged in any such way.
- K. **Paint Stabilization** means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint (from the On-line Guide to HUD's Lead-Based Paint Regulations).
- L. **RCRA (Resource Conservation Recovery Act):** The EPA enforced act, which establishes regulatory levels for hazardous chemicals
- M. **Toxic Level of Lead:** Is a level of lead equal to or greater than 1.0 micrograms per square centimeter ($\mu\text{g}/\text{cm}^2$) by X-ray fluorescent analyzer direct reading method or equal or greater than 0.5% of lead dry weight as measured by atomic absorption spectrophotometry (AAS).
- N. **Toxicity Characteristic Leachate Procedure (TCLP):** Is the EPA required sample preparation and analysis for determining the hazard characteristic of waste generated at a lead abatement site.

1.4 REFERENCES:

The Contractor shall be solely responsible for conducting work under this scope in accordance with all applicable federal, state, and local regulations and guidelines. Specifically, the contractor shall comply with the requirements of the following:

- I. OSHA- Occupational Safety and Health Administration
- II. 29 CFR 1910 General Industry Standards
- III. 29 CFR 1910.134 Respiratory Protection
- IV. 29 CFR 1926.59 Hazard Communication
- V. 29 CFR 1926 Construction Industry Standard
- VI. 29 CFR 1926.62 Lead Exposures in Construction Interim Final Rule
- VII. RCRA- Resource Conservation and Recovery Act
- VIII. ANSI- American national Standard- Z288.2-80 Practices for Respiratory Protection
- IX. Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing, June 1995.
- X. Section 19a-111-1 through 19a-111-11 of the State of Connecticut Department of Public Health Lead Poisoning Prevention and Control Regulations.
- XI. Sections 22a-209-1, 22a-209-8(c), 22a 449(c)- 100-110 of the State of Connecticut Department of Environmental Protection.

PART 2 - PRODUCTS

2.1. MATERIAL AND EQUIPMENT:

- A. Polyethylene Sheeting (6 mil)
- B. Polyethylene Disposal Bags (6 mil)
- C. Duct Tape or Adhesive Spray
- D. HEPA Vacuum units
- E. Sponges, Mops, etc.
- F. Disposable Coveralls including Protective Footwear
- G. 5% Tri-sodium Phosphate solution
- H. Respirators
- I. Any PPE required by special activities

PART 3- EXECUTION

3.1 WORKER PROTECTION:

- A. Training: The Contractor shall provide appropriate respiratory protection training and medical surveillance for each worker and ensure proper usage during potential lead exposure in accordance with OSHA 1926.62 Lead in Construction.
- B. Information: the contractor is responsible to perform a site characterization and inform the worker of all existing hazards on site before any worker is exposed to a hazardous condition.
- C. Personal Protective Equipment (PPE): Contractor is responsible to supply all required PPE in compliance with OSHA in construction Standard 29 CFR 1926.62 and state regulations. The contractor should select an appropriate respirator according with 29 CFR 1910 134. Workers are responsible to use the respirator according to the respirator training. Full body covering (suit) with hood and shoe coverings should be used to prevent lead dust contamination. Other PPE that

should be used are: Head protection, hand protection, shoe protection, eye protection.

- D. Shock Hazards: The Contractor is responsible for using safe procedures to avoid electrical hazards. All temporary electrical wiring will be protected by GFIs.

CONTRACTOR'S RESPONSIBILITIES:

The contractor is responsible for establishing and maintaining controls referenced herein to prevent dispersal of lead contamination from the work area.

WORKER HYGIENE PRACTICES:

- A. Work Area Entry - Workers shall use protective gear prior to entering work area including respirators, disposable coveralls, and footwear
- B. Work Area Departure - While leaving respirators on, workers shall remove disposable coveralls and footwear and place in hazardous waste disposal bag and enter the wash station/decon, prior to leaving work area.
- C. Wash facilities - All workers must wash their hands and faces at the end of the workday. A remote decontamination unit or washroom equivalent shall be utilized for decontamination for work conducted on the exterior of the residence.
- D. Equipment - All equipment used by workers inside the work area shall be wet wiped or bagged for later decontamination before removal from work area
- E. Prohibited Activities - Smoking, eating, drinking or the application of cosmetics or lip balm, are not permitted within the work area. Use of personal clothing and footwear is not permitted during abatement activities.

3.2 ABATEMENT PREPARATION:

A. Interior Preparation

- I. Moveable objects belonging to residents must be removed from the abatement area. The belongings should be stored in an easily accessible location.
- II. Cover and seal all non-work surfaces with 2 layers of 6-mil polyethylene as follows:
- a. Non-movable objects
 - b. Air system(s) heating, ventilation, air conditioning (HVAC)
 - c. Entrances to abatement areas
 - d. Floors
 - e. Carpets require special care. Carpets should be vacuumed with a HEPA vacuum. Then carpets should be covered with plywood, the plywood should then be covered with the two layers of 6 mil polyethylene.

- III. Isolate Work Area and Post Signage - Prior to the preparation of a dwelling or for abatement, the Contractor shall place warning signs immediately outside all entrances and exits to the work area, warning that de-leading work is being conducted in the vicinity. The signs shall be at least 20" x 14" and read:

**WARNING:
LEAD PAINT REMOVAL HAZARD
UNAUTHORIZED ENTRY PROHIBITED
NO SMOKING, EATING, OR DRINKING
ALLOWED IN THE WORK AREA**

- IV. Signs shall be in bold lettering with lettering not smaller than two inches (2") tall.
 - V. A regulated area shall be established with lead hazard warning tape.
 - VI. Construct and maintain suitable polyethylene barriers within the building to isolate the inside of the work area from the rest of the building.
 - VII. There shall be no cavity in the polyethylene sheeting created that would allow dust to accumulate, which cannot be removed with HEPA vacuuming from within the containment.
- B. The critical barriers for the removal of door systems including doors, jambs, and casings shall consist of the following:
- I. After pre-cleaning activities of HEPA vacuuming floor and surfaces to be abated, seal with duct tape one layer of polyethylene sheeting over a 4' x 4' floor area extending in front of the entrance of doorway. This floor sheeting shall extend a minimum of six inches up the adjacent walls.
 - II. Construct a mini-containment chamber with two (2) layers of 6 mil polyethylene sheeting to isolate the inside door jambs/casings from the interior of the unit.
 - III. Seal the mini-containment chamber to the interior wall a minimum of six inches (6") from the interior door casing. Seal walls of the chamber to the floor poly. Cover the ceiling with one (1) layer of 6-mil polyethylene. A prefabricated air tight containment system may be used if approved by the Consultant, submit shop drawings.
 - IV. Allow sufficient clearance around the doorframe and casing to permit workers adequate access to properly remove and or paint the components without breaching the containment system.
- C. The polyethylene barriers shall not be removed until after all debris, dust, and chips are vacuumed up from the exterior.

- D. Maintain polyethylene barriers, as long as needed for the safe and proper completion of the work. Any breaches in the work area barriers shall be corrected immediately and as necessary during the working day with such breaches reported immediately to the Owner or owners' representative. Work shall not be allowed to commence until all barriers are in place and acceptable to the Consultant.

E. Exterior Preparation

- I. Signage - Prior to the preparation of a dwelling for abatement, the Contractor shall place warning signs immediately outside all entrances and exits to the work area, warning that deleading work is being conducted in the vicinity. The signs shall be at least 20" x 14" and read:

**WARNING:
LEAD PAINT REMOVAL HAZARD
UNAUTHORIZED ENTRY PROHIBITED
NO SMOKING, EATING, OR DRINKING
ALLOWED IN THE WORK AREA**

- II. Signs shall be in bold lettering with lettering not smaller than two inches (2") tall.
- III. Construct and maintain suitable polyethylene barriers within the building to isolate the exterior of work area from the interior of the work area.
- IV. Exterior grounds and surfaces (use 6 mil polyethylene sheeting to prevent release of lead into the environment).
- V. The polyethylene barriers termed "critical barriers" for the abatement of window sills/wells and/or the removal of existing window systems and stops shall consist of the following:
- a. Pre-clean all interior window surfaces with a HEPA equipped vacuum.
 - b. Seal two (2) layers of 6-mil polyethylene sheeting from the top window casing and extend down to the interior window well surface. The first layer of sheeting applied shall be sealed to the inside faces of the window casing. The second layer of polyethylene sheeting shall be applied over the first layer and sealed.
 - c. There shall be no cavity in the polyethylene sheeting created that would allow lead dust to accumulate, which cannot be removed with HEPA vacuuming from the building exterior.
 - d. The sealing of windows shall be done from the interior prior to the beginning of any exterior work.

- F. The critical barriers for the removal of door systems shall consist of the following:

- I. After pre-cleaning activities of HEPA vacuuming floor and surfaces to be abated, seal with duct tape one layer of polyethylene sheeting over a 4' x 4' floor area extending in front of the entrance of doorway. This floor sheeting shall extend a minimum of six inches up the adjacent walls. Critical off section of the interior hallway within the house so no lead dust can migrate inside.
- II. Remove the entrance door and transport door to disposal dumpster.

- III. Construct a mini-containment chamber with two (2) layers of 6-mil polyethylene sheeting to isolate the inside from the exterior of the unit.
 - IV. Seal the mini-containment chamber to the interior wall a minimum of six inches (6") from the interior door casing. Seal walls of the chamber to the floor poly. Cover the ceiling with one (1) layer of 6-mil polyethylene. A prefabricated air tight containment system may be used if approved by the Consultant, submit shop drawings.
 - V. Allow sufficient clearance around the doorframe and casing to permit workers adequate access to remove and replace all door components without breaching the containment system.
- G. The polyethylene barriers shall not be removed until after all debris, dust, and chips are vacuumed up from the exterior.
- H. Maintain polyethylene barriers, as long as needed for the safe and proper completion of the work. Any breaches in the work area barriers shall be corrected immediately and as necessary during the working day with such breaches reported immediately to the Owner. Work shall not be allowed to commence until all barriers are in place and acceptable to the Consultant.
- I. Poly barriers shall not be removed until the door components and polyethylene sheeting are thoroughly cleaned as specified in this section, all debris have been properly bagged and removed from the work areas, and the lead surface wipe samples have been taken in accordance with provisions detailed herein.
- J. Removal of wood clapboard siding
- 1. Install a minimum of one (1) layer 6 mil poly on ground 10 feet out from house.. Firmly adhere poly six inches up the foundation of the building. Area must be regulated (isolated) from non-work area and ground poly must provide sufficient protection from potential lead contamination. Critical barriers for windows and doors openings shall be in place during removal.
 - 2. Carefully remove clapboard siding manually.
 - A. If power tools are needed, they must be equipped with self-contained hepa filtration systems.
 - B. Carefully lower clapboard to ground. Materials should be continuously misted during the removal process to limit lead emissions. Materials shall be wrapped in poly or taken off site until at which point they can be properly characterized for disposal.

3.3 CORRECTIVE TECHNIQUES TO BE USED:

- A. Care must be taken so that leaded materials are not burned or abraded resulting in exposure to workers.
- B. Care shall be taken to avoid damage to adjacent areas during component removal procedures. The Contractor shall run a utility knife around the edge (score) of the component to cut any bonding between substrates, i.e. caulking.

- C. If components to be removed or enclosed contain areas of loose or peeling paint, these areas shall be wet scraped and HEPA vacuumed prior to abatement.
- D. All paint chips, debris, or components shall be temporarily containerized or wrapped for transport to appropriate waste disposal dumpsters.
- E. The following general abatement techniques shall be utilized in accordance with specific requirements of lead paint Scope of Work preparation.
 - I. Replacement means removing components such as windows, doors, and trim that have lead painted surfaces and installing new components free of lead paint. Replacement components as specified elsewhere.
 - II. Paint Stabilization
 - a) Liquid Encapsulation means resurfacing or covering surfaces, and sealing or caulking with liquid durable materials, so as to prevent or control chalking, flaking substances containing toxic levels of lead from becoming part of house dust or accessible to children.
 - b) Repainting means resurfacing or covering surfaces, and sealing or caulking with regular paint, so as to prevent or control chalking, flaking substances containing toxic levels of lead from becoming part of house dust or accessible to children.
 - III. Paint removal means stripping lead paint from the surfaces of components. The following are some of the paint removal processes that can be used:
 - a. **Chemical stripping:** Chemical strippers shall be applied in accordance with manufacturer's recommendations. Additional worker protection may be required when utilizing caustics. Due to the high toxicity level of Methylene Chloride, it is recommended that strippers that contain this chemical not be used.
 - b. **Mechanical stripping:** includes needle guns, belt and rotary sanders, abrasive blasting equipment. Mechanically powered abatement equipment requires the use of HEPA equipped vacuum attachments to remove dust generated during the use of the equipment.
 - c. **Wet scraping:** involves misting the peeling paint before scraping and thus reducing the amount of lead dust generated during this process.
 - d. **Heat gun:** To prevent vaporizations of the lead contained in the paint, and for maximum efficiency, the temperature of the heat gun must not exceed 700 degrees Fahrenheit in accordance with Connecticut regulations.
 - IV. Rigid Encapsulation refers to processes that make lead-based paint inaccessible by covering painted surfaces with a strong material such as wood, sheetrock, panels, metal sheet, vinyl siding, or any other strong material. Seams must be sealed to prevent escape of lead dust.
 - V. Restrictive Access (RESACC) keeping the children out of a room by means of a physical barrier, such as locking the door or erecting a fence.

3.4 FINAL CLEANING:

- A. Upon completion of lead paint abatement, the Contractor shall begin final cleaning. The Contractor shall clean and remove any contaminated material, equipment, or debris including polyethylene sheeting from the work area. The polyethylene sheeting shall first be sprayed or misted with water for dust control, the resulting abatement debris removed, then the sheeting shall be folded in upon itself.
- I. Small Debris. Prior to picking up or collecting small debris, the surfaces of this debris shall be sprayed with a fine mist of water. The debris shall be picked up, collected and placed into a single plastic bag, at least 6 mil thick. The bags shall not be overloaded, shall be securely sealed, and shall be transported to dumpster for disposal. Dry sweeping is not permitted in the work area.
 - II. Sheeting. Removal of floor polyethylene sheeting and critical barriers on windows and doors shall begin at the corners and be folded into the middle to contain the dust or residue. All collected polyethylene sheeting shall be placed in six mil polyethylene bags for proper disposal
 - III. HEPA Vacuuming. Once the six-mil polyethylene sheeting is removed from the work area, cleaning shall begin with a thorough HEPA vacuuming of all surfaces, proceeding down the walls and including window trim and floors. The floor shall be vacuumed last, beginning at the farthest corners from the entrance to the work area. HEPA vacuuming shall again be performed as noted above, after the following TSP wash.
 - IV. TSP Wash. The Contractor shall next wash or mop the same surfaces with a tri-sodium phosphate (TSP) detergent solution (five percent) and allow surfaces to dry. Then a second HEPA vacuuming of the surfaces shall be performed by the Contractor, as described above. By the conclusion of the cleaning phase, all visible dust and debris shall have been completely removed.
 - V. Hygiene, Cleaning Equipment and Supplies. Special attention shall be given to personal hygiene and the cleaning of supplies and/or equipment. All mop heads, sponges and rags shall be replaced or changed daily, at a minimum.
 - VI. Detergents. The Contractor shall prepare and use detergents according to the manufacturer's instructions. The manufacturer's recommended coverage shall be followed. The waste water from clean up shall be filtered, contained, and disposed of according to all applicable Federal, state, county and local regulations and guidelines. In no instance shall wastewater be disposed of in storm, sewers (e.g. yard inlet or street drain) or sanitary sewers (e.g., toilet, sink, or any other household/residential/commercial type drain system) without specific governmental approval.

3.5 FINAL INSPECTIONS/RE-OCCUPANCY:

The contractor must contact the inspector, AMC Environmental, LLC, and inform them of the completion of the lead abatement for each lead abatement area, twenty-four (24) hours before a re-occupancy lead inspection.

- A. Final Visual Inspection- The inspector shall visually inspect the work area to ascertain the proper abatement and clean-up of the abatement area. The lead abatement should be completed based on the Scope of Work (see Appendix A), in the lead hazard remediation plan. The abatement area and the floor outside the

containment within ten (10) feet of the entrance to the abatement area must be free of visible lead abatement residues (dust, waste, equipment, tools). The work area CAN NOT be reoccupied without a final visual inspection approval and clearance sampling.

Dust Wipe Testing- the inspector shall collect dust wipe samples at the following locations in each room or area where lead-based paint has been abated: Floor, Window Sill and Window well.

Additionally, if only a portion of a dwelling unit has been abated, a sample shall be collected from the floor outside the containment within ten (10) feet of the entrance to the abatement area upon completion of abatement activities.

Wipe Standards: the standard for passing wipe samples are as follows as based on present State of Connecticut regulations.

Floor Surfaces	-	40 ug/ft ²
Window Sills	-	250 ug/ft ²
Window Wells	-	400 ug/ft ²

- B. Re-tests: Should laboratory results indicate that the wipe sample clearance level is exceeded upon an acceptable visual inspection, the Contractor shall re-clean the affected area, at no additional cost to the Owner, utilizing the methods specified above. Re-testing will then be performed to verify compliance with the mandated levels. Contractor shall pay for all additional testing and provide, at no additional cost, a re-cleaning of an affected area until the clearance level is achieved.
- C. Re-Occupancy: After the lead abatement area has passed the visual inspection and dust wipe testing, the contractor shall proceed to remove plastic from floor, windows, vents, doors, and leave the area free of lead abatement equipment, supplies, tools, or any other object related to the lead abatement. In that condition, the area will be ready for re-occupancy.

3.6 DISPOSAL OF WASTE MATERIAL:

- A. All materials, whether hazardous or non-hazardous, shall be disposed of in accordance with all laws and provisions of any or all applicable federal, state, county, or local regulations and guidelines. It shall be the sole responsibility of the Contractor to assure compliance with all laws and regulations relating to waste disposal. Until analytical results are available, all waste materials shall be segregated and treated as hazardous.
- B. Testing of Materials: The testing of materials shall be performed by the Contractor as obtained to minimize the storage of "assumed" hazardous material. The Contractor shall take at least one (1) composite sample of the items listed below for the lead. The Contractor shall also determine if additional testing for other compounds, such as pH, flashpoint, etc., are required for disposal at a particular landfill. The following materials shall be tested to determine whether or not they are hazardous:
 - I. Abatement waste materials (bulk waste)
 - II. Waste water
 - III. Dust from HEPA filters

- IV. Plastic sheets, duct tape, or tape used to cover floors and other services during the lead-based paint removal
 - V. Paint chips, etc.
 - VI. Liquid waste, such as wash water
 - VII. Rags, sponges, mops, scrapers, and other materials used for testing, abatement, and clean-up
 - VIII. Disposable work clothes and respirator filter cartridges
 - IX. Any other items contaminated with lead-based paint or items produced as a result of lead-based paint abatement activity.
- C. Waste Segregation: The Contractor shall be responsible for segregating waste in accordance with the results of the TCLP sampling. Separate waste dumpsters shall be used for hazardous and construction debris. Prior to disposal of each dumpster of untested, assumed hazardous waste, a representative sample shall be collected by the Contractor and analyzed by TCLP for lead. The result of the TCLP analysis shall dictate the disposal requirements for each dumpster.
- D. Disposal Requirements: The Contractor shall contact the Regional EPA, state, local, and all other pertinent authorities to determine lead-based paint debris disposal requirements. The requirements of the Resource Conservation and Recovery Act (RCRA) must be complied with, as well as any or all other applicable federal, state, county, or local waste requirements.
- E. EPA ID Numbers. The Contractor shall obtain from the appropriate office, a Small Quantity Generator RCRA Hazardous Material ID Number. The Contractor also has the responsibility to coordinate this action through the State and secure any additional ID numbers, as required. To obtain a temporary EPA identification number call the CT DEP at (860) 424 3023. The following information is required:
- Hauler's Name, site name, address, phone number, type of waste, and estimated quantity
- F. Storage Requirements. Any item found to be hazardous, by way of testing, shall be kept in a secured area or lockable container that is inaccessible to all persons other than abatement personnel. All hazardous waste shall be labeled "Hazardous Waste" and non-hazardous waste shall be kept in totally and completely separate containers. Until TCLP testing proves an item to be non-hazardous, all items shall be considered hazardous and stored in a secured area or lockable container.
- G. Waste Transportation. If the Contractor is not a RCRA/DOT/EPA certified Hazardous Waste Transporter, a contract shall be entered into with a certified transporter to move the waste. The Contractor shall require the certified hazardous waste transport firm to follow RCRA, DOT, EPA, and any/all other applicable regulations. The certified transporter/hauler shall submit, for the Owner and Consultant to approve, their qualifications to perform the work as specified herein. The Contractor shall be responsible for all actions of the waste hauler as pertaining to waste removal and disposal under this Section and all EPA, DOT, and other applicable regulations.
- H. Emergencies. The Contractor shall contact local fire, police, hospital or local emergency response teams and inform them of the type of hazardous waste activity and ask for assistance in the event of an accident. Keep and properly maintain a

suitable fire extinguisher(s) on site and have an immediate means of communication with a regulatory agency in the event of an emergency. The contractor shall keep a list of phone numbers of regulatory agencies on site and make sure all employees know how to deal with all types of accidents.

I. Removing and Transporting Waste.

- I. Vehicles. The Contractor shall ensure that all non-hazardous waste is transported in covered vehicles to a landfill, or lined landfill, if required.
- II. Container Handling. The Contractor shall carefully place the containers into the truck or dumpster used for disposal. At NO time shall debris or containers be thrown or dropped.
- III. Dust or Debris. If the Contractor subcontracts the removal of the non-hazardous lead-based paint abatement waste, the Contractor shall ensure that the company removing the waste material adequately covers all loads to assure that no dust or debris is released.
- IV. Liquid Wastes. The Contractor shall contain and properly dispose of all liquid waste, including lead-contaminated wash water.
- V. Containers. The Contractor shall HEPA vacuum the exterior of all waste containers prior to removing the waste containers from the work area and shall wet wipe the containers to ensure that there is no residual contamination. Containers should then be moved out of the work area into the designated storage area.

3.7 DAMAGES:

The Contractor shall protect remaining surfaces such as drywall, paneling, plaster, glass, and the property soil, etc., from damage. Damages to non-protected remaining surfaces shall be repaired at the Contractor's expense. The Contractor is responsible for damages if the property soil becomes contaminated.

3.8 REOCCUPANCY CRITERIA:

During all stages of the abatement, the dwelling unit shall not be reoccupied until after final cleanup and upon completion of the visual inspection by the Consultant/Health Department. Post-abatement wipe samples and soil samples must meet clearance criteria prior to re-occupancy. Work sequences such as window and entrance door removal not completed prior to final cleanup and clearance sampling shall be conducted by isolating the component to the exterior using polyethylene barriers described herein.

This plan has been prepared and submitted for review in compliance with Section 19a-111-4 of the regulations of the Connecticut State Agencies by the undersigned:

AMC Environmental, LLC



Jason Pringle
Lead Planner / Project Designer
Certification No. 002151

Appendix A

Interior and Exterior Lead Abatement Scope of Work

APPENDIX A

Lead-Based Paint Abatement Plan 1989 Kings Highway Fairfield, CT

1.1 GENERAL

This plan provides a template that identifies lead-based paint containing components, their location, and abatement method for 1989 Kings Highway, Fairfield, CT. This plan has been developed in accordance with the Connecticut Department of Public Health (DPH) regulation section 19a-111-4.

1.2 COMPONENTS, ENCAPSULANTS, ENCLOSURES TO BE ABATED

FACADE A Exterior			
Room	Components	Side	Abatement Method
Exterior Façade A	Vinyl Siding incl. Vinyl soffits, corner boards, etc.	A	Remove all vinyl siding from FAC A including 1 st and 2 nd floor porches.
	Wood clapboard siding under vinyl siding	A	Remove and dispose of all wood clapboard under vinyl siding on FAC A including porches, down to plywood sheathing. Replace any plywood deemed necessary
	Door, door casing, door jamb, door stop, door kick plate	A	2 Doors/Remove. Replace first floor door with pre-hung energy efficient steel door, 2 nd floor door is converted to a window. Enclose new kick plate with ACS-white
	Window casing & sill	All existing windows on FAC A	Remove and replace/ Enclose with ACS trim (white)
	Wood window sashes, parting bead & jamb	All windows on FAC A	Shave friction surfaces on window edges and jambs down to bare wood fully eliminating frictional surfaces and paint. Render intact and liquid encapsulate all sides and surfaces.

FACADE A Exterior			
Room	Components	Side	Abatement Method
Exterior Facade A	Porch ceiling, railing, framework, fascia, roofing & floor	FAC A, 1 st floor	Remove and replace entire 1 st floor porch structure including roofing. Leave 1 st floor porch floor and stairs and stabilize paint
	Porch ceiling, floor, railing, roof, fascia framework	FAC A, 2 nd floor	Remove entire 2 nd floor porch structure, including roof.
	Fascia/Rake Board	FAC A,	Render intact and enclose with ACS trim (white)
	Wall, soffit & corner boards	FAC A	Upon completion of porch removals and necessary reconstruction, enclose with matching vinyl siding.
	Soil	A/B A/D	Remove 3-6 inches of top soil from identified areas and replace with grass, bark mulch, or stone
FACADE A Interior			
Room	Components	Side	Abatement Method
1 st floor unit entry hall	Replace door casing	A	Replace with wood casing that matches rest of unit. Paint white.
2 nd floor unit entry stairwell	Replace door casing	A	Replace with wood casing that matches rest of unit. Paint white.

II. General Requirements

This document will form the basis for the contract for construction. It is made up of the following:

1. Abatement Plan table
 - a. Component
 - b. Location
 - c. Abatement method

2. Description of work to be performed.
3. Specification
 - a. Minimum acceptable standards and work practices

III. **Description of Work/Exterior**

Siding:

Remove all vinyl siding, soffits, corner boards etc. on Façade A wall, including the 1st and 2nd floor porches.

Remove all lead containing wood clapboard siding from Façade A including around porches. This includes corner boards, skirt boards etc. Inspect plywood sheathing once wood clapboard has been fully removed. Any rotted or defective plywood shall be replaced with exterior grade plywood or wood equivalent of same thickness. When appropriate, new vinyl siding closely matching the existing, shall be installed on the entire A Façade of the building. This includes vinyl soffits, vinyl corner boards etc. Installing new vinyl siding will not be appropriate until all other renovations are complete.

The rake edge and or fascia boards shall be rendered intact and enclosed with white aluminum coil stock trim (ACS).

Doors:

Remove three entry door (2 on 1st flr, 1 on 2nd) systems from Façade A and replace with steel pre-hung, exterior grade entry door systems. Doors must meet energy star certification requirements and have a double bore opening. Doors should be 2 ¾ inch width and contain a built in vinyl brick mold to accommodate the vinyl siding. Any wood component that will be exposed such as the door kick plate, shall be enclosed with ACS trim (white).

The door on the 2nd floor will *not* be replaced, but instead converted to a window (see window requirements below). Both front door systems on the first floor shall be properly installed and insulated following manufacturer requirements. Caulk all joints after installation and shim to fit. Dispose of old units off site and repair adjacent surface damaged during removal. Units must carry a minimum of a 5-year warranty.

Windows:

All existing window sashes shall remain, however the window components shall be removed and replaced with new wood. The new wood components shall then be enclosed with aluminum coil stock trim. The existing, lead-based paint window sashes must be shaved down to bear wood on all sides where there is a potential for friction. This includes jambs, parting beads and the sash itself. Upon completion, the window components may be rendered intact and liquid encapsulated.

The new window, which will be constructed where the door was located on the 2nd floor porch, will be installed with a extruded rigid polyvinyl PVC replacement window. Windows are to be complete with thermal break and weather stripping. Windows must be energy

star certified. Double-glazing must have a minimum 7/8" vacuumed air space, and must be Low-E Glass filled with argon gas. Unit must be properly installed and insulated following manufacturer requirements. Caulk all joints after installation and shim to fit. Dispose of old units off site after being properly characterized and repair adjacent surfaces damaged during removal if needed. Unit must carry a minimum of a 5-year warranty. Clean the window after installation.

Porches:

2nd floor:

Completely demolish entire second floor porch structure from Façade A wall. This includes all associated roofing materials. All resulting waste needs to be properly characterized (TCLP) before disposing, unless all waste is to be assumed hazardous.

1st Floor:

Remove first floor porch roof, upper frame, railings etc. Only leave the porch deck and stairs. Once dismantled, the first floor porch shall be rebuilt following the original size and dimensions. Remaining porch floor and steps shall be rendered intact and contractor must repaint all accessible surfaces (Paint stabilization). Owner will decide what color the paint will be.

Soil:

Remove 3-6 inches of identified contaminated bare soil from the A/B and A/D facades of the house. Replace contaminated soil with gravel, grass, or bark mulch or restrict access altogether.

IV. Interior

Doors:

Wood door casing shall be installed on both newly replaced steel entry doors. Casings shall be primed and painted white. Miters shall be bisketed and caulked around perimeter.

NOTE: All Liquid Encapsulant used shall be LBC (Lead Barrier Compound) Type III, manufactured by Fiberlock Technologies Inc., and applied according to manufacturer's printed instructions.

Contractor shall be responsible for conducting X-CUT TAPE TEST, and PATCH TEST in areas to be Liquid Encapsulated, in compliance with CT Dept. of Public Health Guidelines – Version 2, dated 8/13/99.

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.

EXHIBIT VIII-T

STATEMENT OF COMPLIANCE, Form WH-348

U.S. DEPARTMENT OF LABOR
WAGE AND HOUR DIVISION

Form Approved
Budget Bureau No. 44-R1093

Date _____

I, _____, _____ do hereby state:
(Name of Signatory Party) (Title)

(1) That I paid or supervised the payment of the person employed by _____
_____ on the _____;
(Contractor or Subcontractor) (Building or Work)

during the payroll period commencing on the _____ day of _____
20__ and ending on the _____ day of _____ 20__ all persons employed on said project have
been paid the full weekly wages earned, that no rebates have been or will be made either directly or
indirectly to or on behalf of said _____

(Contractor or Subcontractor)

person and that no deductions have been made either directly or indirectly from the full wages earned by
any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A),
issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63 Stat. 180, 72
Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than
the applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are
registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

EXHIBIT VIII-T, Cont.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each labor or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTIONS (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE (Typed) SIGNATURE

THE LAWFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 16 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.)

EXHIBIT VIII-T, Cont.

**INSTRUCTIONS FOR PREPARATION OF
STATEMENT OF COMPLIANCE**

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than predetermined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of this payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium of the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exception shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exception to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

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